

Proceedings
of the
County Board
of
McLean County,
Illinois

February 21, 2017

*Subject to approval at
March 21, 2017
County Board Meeting*



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Roll Call and Votes, McLean County Board Members, February 21, 2017

Agenda Item:

Present

Absent

Board Members:

Murphy, Scott
 Rankin, Erik
 Robustelli, Carlo
 Schafer, Susan
 Segobiano, Paul
 Selzer, David
 Soeldner, James
 Wendt, George
 Wollrab, Laurie
 Barnett, Josh
 Beard, Jacob
 Buchanan, Richard
 Caisley, William
 Cavallini, Don
 Erickson, Chuck
 Gordon, George
 Johnson, Mark
 Martin, Randall
 Metsker, Catherine
Chairman
 McIntyre, John

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191

February 21, 2017

The McLean County Board met on Tuesday February 21, 2017 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. The Invocation was led by Member Selzer followed by the Pledge Allegiance and the Roll Call.

The Following Members answered to roll call:

Members, Scott Murphy, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, George Wendt, Laurie Wollrab, Josh Barnett, Jacob Beard, Richard Buchanan, William Caisley, Chuck Erickson, George Gordon, Mark Johnson, Randall Martin, Catherine Metsker, and Chairman John McIntyre.

The following Member was absent:

Don Cavallini

Other Business and Communication:

Member Erickson- Thanked previous Land Use and Development Chair, George Gordon, regarding work on the text amendment. He further commented that their work now has the potential to bring in outside business to the county.

(Full audio is available at www.mcleancountyil.gov/Archive.aspx.)

Member Gordon – added further comments to Member Erickson's comments making note of the collective effort with Administration, zoning and county board and county staff members. (refer to audio for further comments).

(Full audio is available at www.mcleancountyil.gov/Archive.aspx.)

Board Chairman McIntyre announced an upcoming Behavioral Health Forum that would most likely be in May; with the precise date and time to be announced soon, and encouraged all to attend.

The forum will be held with the assistance of many county businesses and organizations such as the County Board, the League of Women Voters, the Health Department, OSF, and National Alliance for Mental Illness, State Farm, County Companies and more.

(Full audio is available at www.mcleancountyil.gov/Archive.aspx.)

APPROVAL OF BILLS:

Approved and motioned by Wm Caisley.

The meeting was adjourned at 9:17 am.

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION FOR REAPPOINTMENT OF PAMELA A. BANE
AS A TRUSTEE OF THE
ELLSWORTH FIRE PROTECTION DISTRICT**

WHEREAS, due to the resignation of Philip Richmond as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Pamela A. Bane as a Trustee of the Ellsworth Fire Protection District to complete the three year term of Philip Richmond scheduled to expire on April 30, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Pamela A. Bane and James Sinclair, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of February, 2017.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR THE APPOINTMENT OF DENNIS WENTWORTH
AS A MEMBER OF THE FARMLAND ASSESSMENT BOARD**

WHEREAS, due to the resignation of Darwin Builta on January 26, 2017 from the Farmland Assessment Board, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/20c has the responsibility to fill this position by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Dennis Wentworth as a member of the Farmland Assessment Board for an indefinite term or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Dennis Wentworth, as well as the County Clerk, Supervisor of Assessment and County Administrator.


ADOPTED by the County Board of McLean County, Illinois, this 21st day of February, 2017.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

STATE OF ILLINOIS)
COUNTY OF McLEAN)

**A RESOLUTION FOR REAPPOINTMENT OF GLEN LUDWIG
AS A MEMBER OF THE
REGIONAL PLANNING COMMISSION**

WHEREAS, due to the expiration of term of Glen Ludwig as a member of the Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Glen Ludwig as a member of the Regional Planning Commission for a three year term scheduled to expire on December 31, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Glen Ludwig and the Director of the McLean County Regional Planning Commission, as well as the County Clerk, County Auditor and the County Administrator.

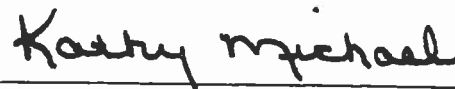
ADOPTED by the County Board of McLean County, Illinois, this 21st day of February, 2017.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF JAMES FINNIGAN
AS CHAIR OF THE
ZONING BOARD OF APPEALS**

WHEREAS, due to the retirement of Sally Rudolph as Chair of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

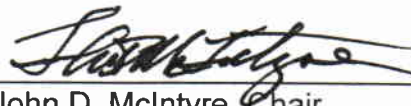
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to appointment a Chair from the Members of Zoning Board of Appeals, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of James Finnigan as Chair of the Zoning Board of Appeals for the remainder of his five year term scheduled to expire on June 27, 2021 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to James Finnigan, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 21st day of February, 2017.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: January 26, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

January 25, 2017 Equipment Letting

Recommended Action:

The Highway Department recommends approval of the following equipment bid:
2 – 2017 Western Star 4700 SF Tandem Cab and Chassis from Truck Centers, Inc. .

Background:

Truck Centers, Inc. of Morton, IL was the low bidder for two tandem trucks. These tandem trucks will be used for hauling materials for maintenance and construction work and to plow snow during the winter.

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT

WHEREAS, the McLean County Board's 2017 Budget for the McLean County Highway Fund 0120, includes the purchase of two (2) 2017 Tandem Cab & Chassis; and

WHEREAS, McLean County Highway Department received sealed bids on January 25, 2017; and

WHEREAS, the Transportation Committee duly approved the bids on February 07, 2017; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bid be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

2 – 2017 Western Star 4700SF Tandem Cab and Chassis for \$112,808.00 and the trade in of one (1) 2009 International 7400, and one (1) 2008 Peterbilt 340
from.....

Truck Centers, Inc
300 E Courtland St
Morton, IL 61550

Approved by the County Board on February 21, 2017.

 2-21-17


John D McIntyre (date)
McLean County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 21, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 21st day of February, A.D., 2017.

[SEAL]


Kathy Michael
McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/25/2017 Time: 9:00 am Item: 2 New Tandem Cab and Chassis
 Trade-In: 2 Tandems Present: Jerry, Mark and Mike
 Replaces: 233,231 Date Advertised: 1/9/2017

Bidder:	Truck Centers, Inc.	Rush	Central Illinois Truck	JX Peterbilt	Decatur Mack
Address:	Morton, IL	Normal, IL	Normal, IL	Bloomington, IL	Morton, IL
Make:	Western Star	International	Kenworth	Peterbilt	Mack
Model:	4700SF	N/A	T470	348	N/A
Outright Price each:	\$98,904.00	X	\$104,844.00	\$107,268.00	X
Outright Price for 2:	\$197,808.00	X	\$209,688.00	\$214,536.00	X
Less trade of 2009 International 7400 Vin 9J079905:	\$40,000.00	X	\$35,000.00	\$26,500.00	X
Less trade of 2008 Peterbilt 340 VIN 8M753198:	\$45,000.00	X	\$35,000.00	\$34,500.00	X
Total Price:	\$112,808.00	X	\$139,688.00	\$153,536.00	X
Delivery:	4/30/2016	X	8 weeks from order	3/31/2016	X
Complies Spec's:	yes	X	yes	yes	X
Does Not Meet Spec's:		X			X
Successful Bidder:	X				

Comments: It is Recommended that we accept the bid from Truck Centers for 2 new Western Star trucks

Recommended by Highway Department: Recommend Trading two trucks for two new Western Star 4700 from Truck Centers Inc.
 for a total trade price of \$112,808.00

Accepted by Transportation Committee:

Date:



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: January 30, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

Section 16-00113-07-RS Towanda-Barnes Road MFT and Matching Resolutions

Recommended Action:

The Highway Department recommends approval of the MFT and Matching Resolutions for Section 16-00113-07-RS, Towanda-Barnes Road to appropriate the funding for the resurfacing of Towanda-Barnes Road from IL Route 9 to Fort Jesse Road.

Background:

The existing pavement is showing significant distress and widespread cracking. The Average Daily Traffic on this section is 12,500 vehicles per day. The project will remove and replace two inches of the roadway. It will also address some of the drainage inlets that have settled and need repaired.

The portion of the project between Route 9 and GE Road will use the echelon paving operations that were used on the other three sections of Towanda-Barnes Road. The portion of the project from GE Road to Fort Jesse will use a longitudinal joint sealant for the joints.

The estimated cost for the construction is \$ 1,950,000.



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Towanda-Barnes Road (16-00113-07-RS) - MFT**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near IL Route 9 near the southwest corner of the SW ¼ of Section 32, T 24 N, R 3 E of the 3rd P.M. and extending along said route(s) in a(n) Northerly direction to a point near Fort Jesse Road near the southwest corner of the SW ¼ of Section 20, T 24 N, R 3 E of the 3rd P.M.

, a distance of approximately 10,200 feet (1.93 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be hot-mix surface removal, hot-mix level binder and surface course, drainage repairs and other construction related items.

and shall be designated as Section 16-00113-07-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Five Hundred Thousand dollars, (\$ 500,000)

from the County's allotment of Motor Fuel Tax Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

John D. McIntyre, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County, at its Regular meeting held at Bloomington, IL

on February 21, 2017
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County, this 21st day of February, A.D. 2017

(SEAL)

Kathy Michael County Clerk

Approved

Agreement of Understanding

Regional Engineer

Department of Transportation

February 21, 2017

Date



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Towanda-Barnes Road (16-00113-07-RS) Matching**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:
County Highway(s) 29, beginning at a point near IL Route 9 near the southwest corner
of the SW ¼ of Section 32, T 24 N, R 3 E of the 3rd P.M.
and extending along said route(s) in a(n) Northerly direction to a point near Fort Jesse Road near
the southwest corner of the SW ¼ of Section 20, T 24 N, R 3 E of the 3rd P.M.
, a distance of approximately 10,200 feet (1.93 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be hot-mix surface removal, hot-mix level binder
and surface course, drainage repairs and other construction related items.

and shall be designated as Section 16-00113-07-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million Five Hundred Thousand
dollars, (\$ 1,500,000)

from the County's allotment of Matching Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

John D. McIntyre, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County,
in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to
be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on February 21, 2017
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Bloomington
in said County. this 21st day of February, A.D. 2017

(SEAL)

County Clerk

Approved

Agreement of Understanding

Regional Engineer

Department of Transportation

February 21, 2017

Date



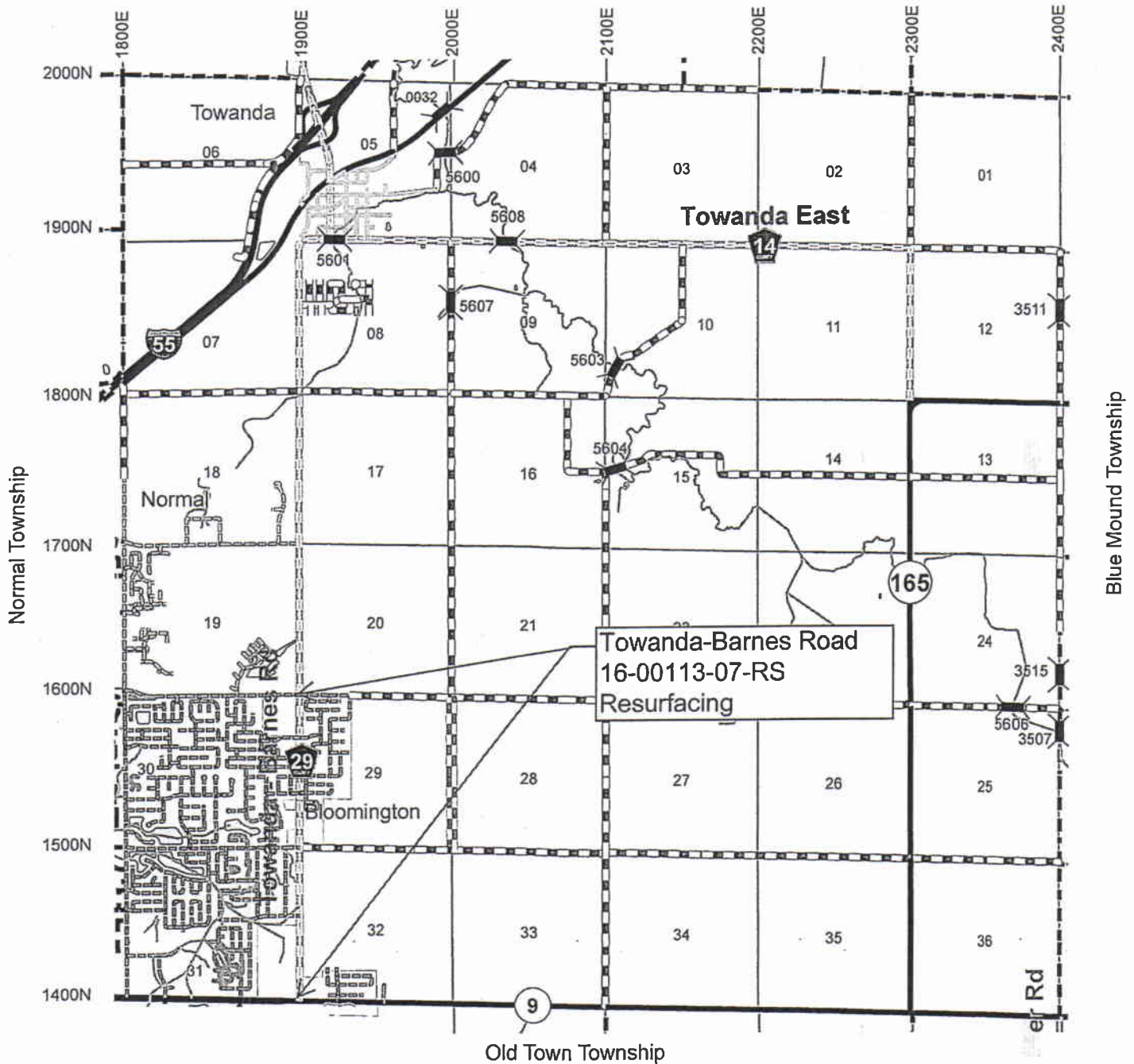
Towanda Township

T24N R3E

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Money Creek Township



- | | | | |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges | Dirt, Township | Town of Normal | corp limits final |
| Hotmix - Township | Hotmix - McLean County | Other Town of Village | Sections |
| Oil & Chip - Township | Oil & Chip - McLean County | State | Townships |
| Gravel - Township | City of Bloomington | Private | |
| | Surrounding County | Surrounding Township Road | |



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 PHONE
(309) 662-8038 FAX

DATE: January 27, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Towanda-Barnes Road (CH 29) – Ireland Grove Intersection Improvements
Engineering Services Agreement – Supplement #1 - Section 13-00168-02-FP**

Recommended Action:

The Highway Department recommends approval of the Engineering Services Agreement – Supplement #1 with Farnsworth Group, Inc.

Background:

In 2014, an interim Intersection Design Study was completed at the intersection of Towanda-Barnes Road & Ireland Grove Road. After the study, the eastbound lanes on Ireland Grove Road were modified to provide dual left turns for the evening peak hour traffic turning north on to Towanda-Barnes Road. The study also determined that a free flow right turn lane be added for the southbound leg of Towanda-Barnes to Ireland Grove Road for the morning peak hour traffic.

In September of 2016, the engineering services agreement with the Farnsworth Group was approved. As the design work started, the traffic counts for this intersection were updated for future growth and to accommodate the full development of the Grove Subdivision. The updated traffic counts resulted in providing additional right turn lanes for the eastbound and westbound legs of Ireland Grove Road. After reviewing this information with IDOT, a full Intersection Design Study was needed in place of the interim study from 2014.

The cost of the Supplement Agreement is \$53,800. This includes modifications to the Intersection Design Study, the necessary signal modifications and the addition of the right-turn lanes. The design and improvements of the intersection will be split between the City of Bloomington and McLean County.

Municipality McLean County	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Supplement #1	CONSULTANT	Name Farnsworth Group, Inc.
Township				Address 2709 McGraw Drive
County McLean				City Bloomington
Section 13-00168-02-FP				State Illinois, 61704

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Towanda Barnes Road (CH 29) and Ireland Grove Road Intersection Improvements

Route CH 29 Length 0.62 Mi. 3,270 FT (Structure No. N/A)

Termini Towanda Barnes Road (650' north and 650' south of IGR) Ireland Grove Road (960' west and 1,010' east of TBR)

Description:

Provide additional engineering services related to the intersection improvements, which resulted from updating the Intersection Design Study (IDS) from a 10 year interim to a 20 year design. See attached scope of services (Attachment A).

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

BLR 05510 (Rev. 11/06)

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- l. ☒ See the attached Scope of Services – Attachment A

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1g, 1h, 1i, 2, 3, 4, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. ☒ A sum of money equal to the extension of actual hours and chargeable rates, but not exceed \$ 53,800.00 in accordance with the attached schedule of chargeable rates and Scope of Services.

- b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost		Percentage Fees	
Under	\$50,000		(see note)
			%
			%
			%
			%
			%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1e, 1f, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus * _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
- b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus * _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus * _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

*See Attached Schedule of Charges

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Kathy Michael
County Clerk

(Seal)

County Board
By [Signature]
Title County Board Chairman

Executed by the ENGINEER:

Farnsworth Group, Inc.

2709 McGraw Drive

ATTEST:

Bloomington, Illinois 61704

By _____
Title Principal

By _____
Title Engineering Manager

Approved

Date
Department of Transportation

Regional Engineer

**Attachment A
Supplement #1
PROJECT SCOPE OF SERVICES – January 23, 2017**

**McLean County Highway Department
Towanda Barnes Rd (CH 29) and Ireland Grove Road Intersection Improvements
Section: 13-00168-02-FP**

Provide Additional Phase I and Phase II Engineering Services – The original agreement defined the scope of engineering services, based on the “Modified Intersection Design Study (IDS)”, which was the current preferred design at the time of scoping. As part of the original scope of services, traffic volumes were investigated and projected to be higher than anticipated at the time of the “Modified IDS”. After projection of traffic, based on the Groves Subdivision build out and correspondence with IDOT, it is necessary to revise the IDS, which results in additional design services to complete the plans, specifications, estimates and right of way services. Major changes to the IDS include the approximate 500’ extension of the right turn lane on the east leg, the addition of a right turn lane on the west leg, the addition of a concrete median on the west leg and signal modifications. Below is a list of items effected by the changes to the IDS or items that are necessary to add to the original scope of services, due to the change in the IDS. Similar to the original scope of services, items included in Supplement #1 are to be completed per the requirements of the IDOT - Bureau of Local Roads and Streets Manual, 2005 Edition (as updated on IDOT website).

- 1. Field Survey Complete with Total Station/Data Collector or GPS Equipment**
 - Addition of approximately 500’ of Topographic Survey along the east leg of the intersection.
- 2. Right-of-Way and Easement Plat and Description Services**
 - Provide Right-of-Way / Easement Plat and Legal Description for three (3) additional parcels and Stake ROW in the field to assist with property acquisitions. Two (2) properties along the southwest leg and one (1) along the northeast leg.
- 3. Revisions to Intersection Design Study (IDS) and Coordination**
 - Addition of a 2nd through lane on the east leg of the intersection
 - Include a right turn lane on the west leg of the intersection
 - Include a raised median on the west leg of the intersection
 - Revise the radius at the northeast quadrant
 - Relocate Mast Arms in the northeast and northwest quadrants and other signal modifications
- 4. Plans, Specifications and Estimates (PSE)**
 - Pavement type for proposed right turn lanes to be Full Depth HMA Pavement
 - Extend HMA Resurfacing and Widening Limits approximately 500’ on the east leg
 - Extend right turn lane approximately 500’ on the east leg
 - Provide for a concrete median on the west leg
 - Provide for a right turn lane on the west leg
 - Provide additional information to typical sections, due to right turn lanes, through lanes and concrete median
 - Plan and Profile – Added approximately 500’ due to additional widening on the east leg and complexity of adding the right turn lane and concrete median to the west leg

Attachment A
Supplement #1
PROJECT SCOPE OF SERVICES – January 23, 2017

McLean County Highway Department
Towanda Barnes Rd (CH 29) and Ireland Grove Road Intersection Improvements
Section: 13-00168-02-FP

- Traffic Control and Staging – Additional staging and more complex staging plans, due to the additional right turn lane, additional through lanes, and concrete median
- Drainage – Storm sewer design for the right turn lane on the east leg and an additional pipe culvert design on the west leg at the Pony Field entrance, due to the right turn lane on the west leg
- Quantity Calculations – Additional quantities due to storm sewer, traffic control, concrete median and additional pavement areas
- Cross Sections – Additional existing and proposed Cross Sections, due to extending the east limits approximately 500' and more complex cross sections on the west leg due to the concrete median and right turn lane

5. Preparation of Traffic Signal Modification Design Plans & Bid Documents

- Prepare preliminary plans associated with proposed traffic signal modifications at the intersection of Towanda Barnes Road & Ireland Grove Road only.
 - i. Relocate mast arm and handhole in northeast quadrant behind the proposed curb and gutter. Replace mast arm in northwest quadrant with longer arm as required to add additional signal heads for new westbound travel lanes. Add/adjust other signal heads as required for new eastbound and westbound right turn lanes and westbound through lane
 - ii. Plans would reflect all existing and new equipment with the modifications necessary to accommodate the proposed roadway improvements at the intersection of Towanda Barnes Road & Ireland Grove Road only.
 - iii. It is assumed that modifications to upstream or downstream signalized intersections, either along Towanda Barnes Road or Ireland Grove Road, will not be required by the County, City, or IDOT as a part of this project.
 - iv. Plans would reflect continued use of mast arm lighting at the intersection of South Towanda Barnes Road & Ireland Grove Road. It is assumed that neither the evaluation of illumination levels within the project area, nor the design of corridor lighting along Towanda Barnes Road or Ireland Grove Road, will be required by the County, City, or IDOT as a part of this project.
 - v. It is assumed that the intersection of Towanda Barnes & Ireland Grove Road is not part of an interconnected traffic signal system. Therefore, development of interconnect system modifications will not be required by the County, City, or IDOT as a part of this project.
 - vi. It is assumed that traffic signal controller programming and/or timing modifications services at the intersection of Towanda Barnes Road & Ireland Grove Road to be completed by the Farnsworth Group will not be required by the County, City, or IDOT as a part of this project.
- Submit preliminary plans to the County and City for review and comment.
- Revise the preliminary plans based upon review comments from the County, City, and IDOT, and resubmit final plans for approval.
- Prepare project specifications, special provisions, and estimate of construction cost.

**Attachment A
Supplement #1
PROJECT SCOPE OF SERVICES – January 23, 2017**

**McLean County Highway Department
Towanda Barnes Rd (CH 29) and Ireland Grove Road Intersection Improvements
Section: 13-00168-02-FP**

Note: Not included in this Contract and Scope of Services:

- Traffic Signal Controller Programming, Timing/Coordination Evaluation, or Data Implementations Services
- Traffic Signal Interconnect Modification or Design Plans
- Formal Photometric (Intersection Lighting) Analysis
- Formal Traffic Impact Studies, Parking Studies, or Speed Studies
- Evaluation of Crash Data
- Evaluation of Traffic Signal or Multi-Way Stop-Control Warrants

The work listed above may be completed on a time and material basis or under a separate contract addendum, if requested at a later date by the Client.



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 107.00
Engineering Intern II	\$ 118.00
Engineer/Land Surveyor	\$ 129.00
Senior Engineer/Senior Land Surveyor	\$ 135.00
Project Engineer/Project Land Surveyor	\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 165.00
Engineering Manager/Land Surveying Manager.....	\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 195.00
Principal/Vice President.....	\$ 203.00

Technical Staff	
Technician I	\$ 71.00
Technician II	\$ 94.00
Senior Technician	\$ 104.00
Chief Technician	\$ 120.00
Designer/Computer Specialist/Lead Technician	\$ 130.00
Senior Designer.....	\$ 135.00
Project Designer/Project Technician	\$ 143.00
Senior Project Designer/Systems Integration Manager	\$ 162.00
Design Manager/Government Affairs Manager.....	\$ 174.00
Technical Manager	\$ 183.00
Senior Technical Manager.....	\$ 196.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 97.00
Senior Interior Designer/Designer II	\$ 107.00
Architect/Designer III/Project Coordinator	\$ 122.00
Senior Architect/Senior Project Coordinator.....	\$ 129.00
Project Architect/Project Manager	\$ 141.00
Senior Project Architect/Senior Project Manager	\$ 155.00
Architectural Manager.....	\$ 165.00
Senior Architectural Manager	\$ 174.00
Principal – Architecture.....	\$ 197.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	IRS Rate
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

**Supplement #1 - Fee Summary
January 23, 2017**

**McLean County Highway Department
Towanda Barnes Rd (CH 29) and Ireland Grove Rd Intersection
Section 13-00168-02-FP**

(PH 66) FIELD TOPOGRAPHY SURVEY & RIGHT OF WAY

Approximately 500 ft of additional Topographic Survey and 3 Additional Parcels for ROW and Easements

Sr. Land Survey MGR	1.5 Hrs.	@	\$195.00 /Hr. =	\$292.50	
Project Land Surveyor	22 Hrs.	@	\$148.00 /Hr. =	\$3,256.00	
Senior Designer	13 Hrs.	@	\$135.00 /Hr. =	\$1,755.00	
Lead Tech.	12 Hrs.	@	\$130.00 /Hr. =	\$1,560.00	
CADD	13 Each	@	\$15.00 /EA =	\$195.00	
Robot	6 Hrs.	@	\$22.00 /Hr. =	\$132.00	
Truck	11 Hrs.	@	\$13.00 /Hr. =	\$143.00	
				<u>\$66.50</u>	\$7,400.00

(PH 78) REVISIONS TO TRAFFIC AND INTERSECTION DESIGN STUDY

Plan Sheets, Coordination with IDOT, Drafting, Intersection Geometrics

Sr. Proj. Eng.	42 Hrs.	@	\$165.00 /Hr. =	\$6,930.00	
Ch. Tech.	16 Hrs.	@	\$120.00 /Hr. =	\$1,920.00	
CADD	16 Hrs.	@	\$15.00 /Hr. =	\$240.00	
Misc. Copies, Plots				<u>\$110.00</u>	\$9,200.00

(PH 75) SIGNAL PLANS

Intersection Layout, Cable, Conduit, Phasing / Sign Diagrams, Mast Arm Loading Diagrams

Eng. Manager	1 Hrs.	@	\$185.00 /Hr. =	\$185.00	
Tech. Man.	2 Hrs.	@	\$183.00 /Hr. =	\$366.00	
Sr. Proj. Eng.	58 Hrs.	@	\$165.00 /Hr. =	\$9,570.00	
Ch. Tech.	28 Hrs.	@	\$120.00 /Hr. =	\$3,360.00	
CADD	30 Hrs.	@	\$15.00 /Hr. =	\$450.00	
Miles, Copies, & Misc.				<u>\$69.00</u>	\$14,000.00

(PH 89) PRELIMINARY WORK SHEETS

Plot Approximately 500 ft of additional: Existing Cross Sections, Plot Existing Plan and Profile and Label
Data Dump/Processing Data

Tech. Man.	3 Hrs.	@	\$183.00 /Hr. =	\$549.00	
Ch. Tech.	4 Hrs.	@	\$120.00 /Hr. =	\$480.00	
CADD	5 Hrs.	@	\$15.00 /Hr. =	\$75.00	
Plots, Misc.				<u>\$96.00</u>	\$1,200.00

**McLean County Highway Department
Towanda Barnes Rd (CH 29) and Ireland Grove Rd Intersection
Section 13-00168-02-FP**

(PH 90) PRELIMINARY ROADWAY PLANS

Additional Plan and Profile Sheets and Design, Cross Sections, Drainage Design, Traffic Control and Staging
Quantities, Typical Sections, Special Provisions and QC/QA

Eng. Manager	3 Hrs.	@	\$185.00 /Hr. =	\$555.00	
Tech. Man.	3 Hrs.	@	\$183.00 /Hr. =	\$549.00	
Sr. Proj. Eng.	71 Hrs.	@	\$165.00 /Hr. =	\$11,715.00	
Sr. Eng.	22 Hrs.	@	\$135.00 /Hr. =	\$2,970.00	
Ch. Tech.	32 Hrs.	@	\$120.00 /Hr. =	\$3,840.00	
CADD	44 Hrs.	@	\$15.00 /Hr. =	\$660.00	
Prints, Copies, Mileage, Postage Etc.				\$11.00	\$20,300.00

(PH 65) PROJECT MANAGEMENT/ADMINISTRATION

Revising Project Schedule and Budget

Principal	1 Hrs.	@	\$203.00 /Hr. =	\$203.00	
Eng. Manager	8 Hrs.	@	\$185.00 /Hr. =	\$1,480.00	
Prints, Copies, Mileage, Postage, Etc.				\$17.00	\$1,700.00

Total Estimated Additional Fees \$53,800.00



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: February 14, 2017

TO: Chairman Caisley and Honorable Members of the McLean County Board
Transportation Committee

FROM: Jerry Stokes, County Engineer

February 14, 2017 Letting

**Section 13-00074-02-BR
Gillum Road (C.H. 29)**

Recommended Action:

The Highway Department recommends approval of the bid from the letting on February 14, 2017 for the Trent Bridge on the Gillum Road.

Background:

Halverson Construction Company, Inc. of Springfield, IL was the low bidder on the Trent Bridge project. The project will replace the bridge with a cast-in-place continuous reinforced concrete slab bridge. Construction will begin this spring.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their Stand-Up Meeting on February 21, 2017, for a letting held on February 14, 2017, for one (1) County 2017 Non-MFT (Motor Fuel Tax) Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on February 21, 2017,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2017 Non-MFT CONSTRUCTION SECTION:

McLean CountySec 13-00074-02-BR – Trent BR – Gillum Rd (CH 29)

The successful bidder on the above section was:

Halverson Construction Co, Inc

620 N 19th St, Springfield, IL 62702\$1,306,226.18



John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 21, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 21st day of February A.D., 2017.

[SEAL]



Kathy Michael, McLean County Clerk

McLean County
13-00074-02-BR - Trent BR

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	ENGINEERS ESTIMATE			Otto Baum Bid Bond			Stark Excavating Bid Bond			Halverson Bid Bond		
					UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
Earth Exc	L Sum	1.0	\$40,000.00	\$40,000.00				\$13,687.09	\$13,687.09		\$29,500.00	\$29,500.00		\$20,000.00	\$20,000.00	
Furn Exc	Cu Yd	2,455	\$20.00	\$49,100.00				\$4.34	\$10,654.70		\$14.00	\$34,370.00		\$20.00	\$49,100.00	
Geotech Fab Gnd Sls	Sq Yd	1,480.0	\$4.00	\$5,920.00				\$2.93	\$4,336.40		\$3.00	\$4,440.00		\$1.50	\$2,220.00	
Temp Eros Contr Seed	Lbs	416	\$10.00	\$4,160.00				\$2.12	\$881.92		\$3.50	\$1,456.00		\$2.50	\$1,040.00	
Temp Ditch Check	Ft	140	\$15.00	\$2,100.00				\$8.48	\$1,187.20		\$12.00	\$1,680.00		\$30.00	\$4,200.00	
Perimeter Eros Bar	Ft	375	\$4.00	\$1,500.00				\$4.13	\$1,548.75		\$4.00	\$1,500.00		\$4.50	\$1,687.50	
Agg Bse Cse Ty B	Ton	697	\$35.00	\$24,395.00				\$32.14	\$22,401.58		\$28.50	\$19,864.50		\$30.00	\$20,910.00	
Bit Malt Pr Ct	Lbs	3,194	\$4.00	\$12,776.00				\$0.63	\$2,012.22		\$0.60	\$1,916.40		\$0.59	\$1,884.46	
Bit Malt Tack Ct	Lbs	732	\$4.00	\$2,928.00				\$0.64	\$468.48		\$0.65	\$475.80		\$0.60	\$439.20	
HMA Bind Cse IL-19.0 N50	Ton	656	\$115.00	\$75,440.00				\$106.70	\$69,995.20		\$110.00	\$72,160.00		\$100.60	\$65,993.60	
HMA Surf Cse "C" N50	Ton	172	\$120.00	\$20,640.00				\$147.42	\$25,356.24		\$150.00	\$25,800.00		\$139.00	\$23,908.00	
Pvt Con HMA Br App SI	Sq Yd	88	\$150.00	\$13,200.00				\$194.64	\$17,128.32		\$210.00	\$18,480.00		\$183.52	\$16,149.76	
Pvmt Rem	Sq Yd	1,515	\$20.00	\$30,300.00				\$6.53	\$9,892.95		\$4.50	\$6,817.50		\$5.50	\$8,332.50	
HMA Surf Rem 1 1/2"	Sq Yd	527	\$6.00	\$3,162.00				\$19.88	\$10,476.76		\$9.00	\$4,743.00		\$10.00	\$5,270.00	
Agg Shld Ty B	Ton	375	\$40.00	\$15,000.00				\$33.15	\$12,431.25		\$40.00	\$15,000.00		\$30.00	\$11,250.00	
Rem Ext Str	Ea	1	\$45,000.00	\$45,000.00				\$62,559.01	\$62,559.01		\$49,500.00	\$49,500.00		\$40,000.00	\$40,000.00	
Cofferdam Exc	Cu Yd	207	\$25.00	\$5,175.00				\$27.97	\$5,789.79		\$23.00	\$4,761.00		\$35.00	\$7,245.00	
Cofferdam Ty 1 Loc 1	Ea	1	\$12,000.00	\$12,000.00				\$22,404.23	\$22,404.23		\$29,500.00	\$29,500.00		\$15,000.00	\$15,000.00	
Cofferdam Ty 1 Loc 2	Ea	1	\$12,000.00	\$12,000.00				\$21,375.44	\$21,375.44		\$29,500.00	\$29,500.00		\$15,000.00	\$15,000.00	
Conc Str	Cu Yd	113.5	\$750.00	\$85,125.00				\$654.79	\$74,318.67		\$600.00	\$68,100.00		\$750.00	\$85,125.00	
Conc Sup-Str	Cu Yd	195.6	\$950.00	\$185,820.00				\$923.67	\$180,669.85		\$950.00	\$185,820.00		\$750.00	\$146,700.00	
Br Deck Groov	Sq Yd	892	\$8.00	\$7,136.00				\$6.10	\$5,441.20		\$6.00	\$5,352.00		\$4.50	\$4,014.00	
Conc Encasement	Cu Yd	21.2	\$900.00	\$19,080.00				\$1,417.52	\$30,051.42		\$900.00	\$19,080.00		\$900.00	\$19,080.00	
Prot Ct	Sq Yd	946	\$3.00	\$2,838.00				\$1.95	\$1,844.70		\$2.00	\$1,892.00		\$1.50	\$1,419.00	
Conc Sup-Str App Slab	Cu Yd	112.2	\$650.00	\$73,230.00				\$294.97	\$33,095.63		\$300.00	\$33,660.00		\$300.00	\$33,660.00	
F & E Struct Steel	L Sum	1	\$185,000.00	\$185,000.00				\$224,000.00	\$224,000.00		\$204,250.00	\$204,250.00		\$264,000.00	\$264,000.00	
Stud Shear Connect	Ea	4,122	\$5.00	\$20,610.00				\$3.71	\$15,292.62		\$2.50	\$10,305.00		\$3.25	\$13,396.50	
Rebar Epoxy Ct	Lbs	104,060	\$1.25	\$130,075.00				\$1.10	\$114,466.00		\$1.15	\$119,669.00		\$1.05	\$109,263.00	
Steel Rail Ty Sm	Ft	363	\$125.00	\$45,375.00				\$163.33	\$59,288.79		\$155.00	\$56,265.00		\$165.00	\$59,895.00	
Furn Steel Pile HP 12x53	Ft	1,166	\$60.00	\$69,960.00				\$58.42	\$68,117.72		\$50.00	\$58,300.00		\$47.00	\$54,802.00	
Dr Pile	Ft	1,166	\$1.00	\$1,166.00				\$0.01	\$11.66		\$0.10	\$116.60		\$0.01	\$11.66	
Test Pile SI HP 12x53	Ea	2	\$6,000.00	\$12,000.00				\$6,741.13	\$13,482.26		\$5,250.00	\$10,500.00		\$4,500.00	\$9,000.00	
Name Plate	Ea	1	\$500.00	\$500.00				\$498.09	\$498.09		\$431.20	\$431.20		\$500.00	\$500.00	
Anchor Bolts 1/2"	Ea	24	\$50.00	\$1,200.00				\$72.12	\$1,730.88		\$100.00	\$2,400.00		\$70.00	\$1,680.00	
Anchor Bolts 1"	Ea	24	\$75.00	\$1,800.00				\$71.06	\$1,705.44		\$100.00	\$2,400.00		\$70.00	\$1,680.00	
GeoComp Wall Dr	Sq Yd	66	\$20.00	\$1,320.00				\$16.25	\$1,072.50		\$22.00	\$1,452.00		\$30.00	\$1,980.00	
SPBGR Ty A 6' Post	Ft	25	\$25.00	\$625.00				\$19.09	\$477.25		\$19.00	\$475.00		\$18.00	\$450.00	
Traf Bar Term Ty 6A	Ea	4	\$3,500.00	\$14,000.00				\$2,651.52	\$10,606.08		\$2,600.00	\$10,400.00		\$2,500.00	\$10,000.00	
Traf Bar Term Ty 1 Spl Tan	Ea	4	\$3,000.00	\$12,000.00				\$2,041.67	\$8,166.68		\$2,000.00	\$8,000.00		\$1,925.00	\$7,700.00	
Guardrail Mark Ty A	Ea	10	\$8.00	\$80.00				\$8.49	\$84.90		\$9.00	\$90.00		\$8.00	\$80.00	
Term Mark DA	Ea	4	\$50.00	\$200.00				\$26.52	\$106.08		\$26.00	\$104.00		\$25.00	\$100.00	
Porous Gran Emb Spl	Ton	135	\$30.00	\$4,050.00				\$3,415.50	\$4,640.25		\$32.00	\$4,320.00		\$30.00	\$4,050.00	
Stone Riprap CI A5 Spl	Ton	1,720	\$60.00	\$103,200.00				\$87.72	\$150,878.40		\$78.00	\$134,160.00		\$80.00	\$137,600.00	
Traf Cont Prot BLR 21	Ea	1	\$8,000.00	\$8,000.00				\$6,040.15	\$6,040.15		\$5,250.00	\$5,250.00		\$5,250.00	\$5,250.00	
Pipe Undr Str 4	Ft	148	\$25.00	\$3,700.00				\$2,341.36	\$3,425.04		\$18.00	\$2,664.00		\$20.00	\$2,960.00	
Agg Shld Spl	Ton	72	\$45.00	\$3,240.00				\$47.57	\$3,425.04		\$48.00	\$3,456.00		\$40.00	\$2,880.00	
Agg Bse Cse Spl	Ton	644	\$30.00	\$19,320.00				\$33.17	\$21,361.48		\$33.00	\$21,252.00		\$30.00	\$19,320.00	
				\$1,385,146.00				\$1,346,577.89			\$1,321,628.00			\$1,306,226.18		
								-2.78%			-4.59%			-5.70%		

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals in case ZA-17-01 concerning an application of the McLean County Land Use and Development Committee in Case ZA-17-01. This is a text amendment of zoning regulations that could allow the establishment of Rural Specialty Facilities by special use in the Agriculture District. A Rural Specialty Facility is an establishment that offers recreational, cultural, social and/or educational activities for the purpose of attracting the public for the enjoyment of the agricultural nature of an area, such as weddings or other similar social or commercial gatherings. A Rural Specialty Facility may also offer or allow limited retail sales in conjunction with or in relation to activities of the facility. An Agricultural Tourism Facility would also be allowed to perform activities allowable at a Rural Specialty Facility. The Sections of the County Code that are proposed to be amended include 350-26 – Definitions; Section 350-42 – Use Table; and Section 350-43 – Use Standards.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on February 7 and February 8, 2017 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and recommendation as follows:

Testimony was presented that Rural Specialty Facilities may be incompatible with agriculture, that they may cause safety problems with farmers on the roads, that they should have a sunset clause, that they should contain agricultural production, that they should be on a minimum of 15 acres, or that only ground floors of existing buildings should be used unless certified by an architect or an engineer. Testimony was presented that there is a growing market for events/gatherings located in the rural area with an agricultural ambiance. Testimony was presented that there is a demand for Rural Specialty Facilities that support historic preservation such as Duncan Manor, a house that is on the national register of historic places. Testimony was presented that there are few historic barns remaining in McLean County, and that Rural Specialty Facilities could support their preservation. Testimony was presented that Rural Specialty Facilities could benefit the community with tourism and provide side trips for people using Route 66.

The McLean County Land Use and Development Committee submitted a text amendment to codify zoning regulations to allow for Rural Specialty Facilities in the Agriculture District that included a definition and use standards for a Rural Specialty Facility, and an amended definition of an Agricultural Tourism Facility that would allow the uses allowed at a Rural Specialty Facility to be allowed at an Agricultural Tourism Facility. The Zoning Board of Appeals agreed with the definitions and use standards recommended by the Land Use and Development Committee, the addition of two use standards recommended by staff and the addition of one use standard recommended in public testimony.

The two use standards recommended by staff and proposed to be added by the Zoning Board of Appeals are as follows:

- (1) A Rural Specialty Facility shall be accessory to a residential use on a property; and
- (2) No person may be in possession of or consume any alcoholic beverage on the property unless the alcoholic beverage is provided by an individual or entity who holds a class (A, B, E, F, or G) McLean County liquor license issued by the McLean County Liquor Commission. There shall be no package sales of alcohol regardless of whether the class of license issued authorizes the package sale of alcohol.

The use standard recommended by public testimony and proposed to be added by the Zoning Board of Appeals is as follows:

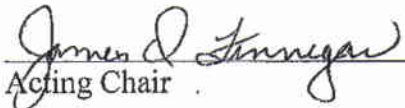
Findings and Recommendation
ZA-17-01, Page 2

- (1) Only the ground floor of existing barns or buildings can be used unless certified by an architect or engineer licensed in the State of Illinois; new buildings will need to meet building code requirements.

Therefore, the Zoning Board of Appeals hereby recommends that Chapter 350 of the Code of McLean County be amended as proposed for Rural Specialty Facilities and Agricultural Tourism Facilities in Exhibit A of the accompanying text amendment ordinance.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, none opposed and Members Zimmerman, Kuritz and Judd were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals



Acting Chair

2/11/17

Date

James Finnigan, Acting Chair
Rick Dean
Julia Turner
Brian Bangert
Mary Beth Taylor, Alternate Member

AMENDATORY ORDINANCE
AMENDING CHAPTER 350 OF THE McLEAN COUNTY CODE
THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, the McLean County Land Use and Development Committee in case ZA-17-01 has proposed that certain portions of the text of the McLean County Zoning Ordinance regarding Rural Specialty Facilities and Agricultural Tourism Facilities be amended; and

WHEREAS, notice was published in the Pantagraph on January 21, 2017, in the eight McLean County newspapers of the Normalite Group on January 12, 2017 and was mailed to all McLean County township supervisors in accordance with all applicable provisions of the laws of the State of Illinois and the County of McLean; and

WHEREAS, the McLean County Zoning Board of Appeals, after due notice as required by law, held a public hearing on said proposal identified as Case ZA-17-01 on February 7 and February 8, 2017 and recommended that the said County Code be amended according to the attached Exhibit A; and

WHEREAS, the County Board of McLean County, Illinois deems it necessary and proper and in the public interest to so amend said McLean County Code; now, therefore,

BE IT ORDAINED that the McLean County Code be and hereby is amended according to the attached Exhibit A.

Adopted by the County Board of McLean County, Illinois this 21st day of February 2017

ATTEST:

APPROVED:



Kathy Michael, County Clerk
McLean County, Illinois



John D. McIntyre, Chair
McLean County Board

EXHIBIT A

Chapter 350 of the McLean County Code The McLean County Zoning Ordinance For Rural Specialty Facilities and Agricultural Tourism Facilities

(Additions are indicated by text and stricken material by ~~text~~)

Section 350-26. Definitions.

AGRICULTURAL TOURISM - A commercial enterprise at a working farm conducted for the enjoyment or education of visitors, and that generates supplemental income and involves agriculturally based operations or activity that brings visitors to a farm. Uses may include but are not limited to the following: corn maze, pony rides, display of farm animals, farm tours, hay rack rides, demonstrations and display of typical farm operations/activities, annual agriculture related festivals or fairs, farm stands or shops, U-pick, farm stays, on-farm classes, pumpkin patches, Christmas tree farms, orchard dinners, youth camps, barn dances, hunting or fishing guest ranches. Accessory uses may include sale of food and refreshments for consumption on-site, sale of products grown in the area and products where value is added to such products, sale of tourist products made in the area and play grounds. Agricultural tourism includes any activities allowable at a rural specialty facility.

RURAL SPECIALTY FACILITY - Establishments that offer recreational, cultural, social and/or educational activities for the purpose of attracting the public for the enjoyment of the agricultural nature of the area, such as weddings or other similar social or commercial gatherings. A Rural Specialty Facility may also offer or allow limited retail sales in conjunction with or in relation to activities of the facility.

350-42. Use Table.

The use table provides a tabular summary of the land use types allowed within each base zoning district. The table is intended for reference and does not necessarily reflect all of the regulations that may apply to particular uses or districts. In the event of conflict between the use regulations listed within this article and the zoning district regulations of Article V, the text of the zoning district regulations shall prevail.

- A. Permitted (by right). Uses identified in a zoning district column of the Use Table with a "P" are "permitted by right" and shall be permitted in such zoning district. Permitted uses shall also be subject to the standards and regulations as may be indicated in the "Use Standards" column and all other requirements of this chapter.
- B. Special uses. Uses identified in a zoning district column of the Use Table with an "S" are "special uses" and shall be permitted in such zoning district if reviewed and approved in accordance with the standards of Article VIII. Special uses shall be subject to the standards and regulations as may be indicated in the "Use Standards" column and all other requirements of this chapter.
- C. Not permitted. Uses not identified in a zoning district column of the Use Table as permitted by right or by special use are not allowed in such zoning district unless otherwise expressly permitted by other regulations of this chapter.

- D. Use standards. A letter in the "Use Standards" column of the Use Table refers to standards and regulations applicable to the particular use in one or more of the districts in which such use is allowed. The referenced standards appear as subsections in § 350-43 of this article.

ZONING DISTRICTS

Use Type	A	R-1	R-2	C	M-1	M-2	Use Standards
<u>Rural Specialty Facility</u>	<u>S</u>						<u>BBB</u>

350-43. Use Standards.

The use standards of this section shall apply to permitted uses, special uses and accessory uses as noted.

BBB Rural Specialty Facility. The following standards shall apply to all rural specialty facilities:

- (1) No property shall be used as a rural specialty facility unless the owner has completed an agricultural nuisance disclaimer in accordance with §350-35 B.
- (2) A Rural Specialty Facility shall be accessory to a residential use on a property.
- (3) Only the ground floor of existing barns or buildings can be used unless certified by an architect or engineer licensed in the State of Illinois; new buildings will need to meet building code requirements.
- (4) Rural specialty facilities shall be located at least 400 feet, but no more than 2500 feet, from any R-1 or R-2 Zoning District.
- (5) Rural specialty facilities shall be located within a reasonable distance from arterial or collector roads to allow proper access by the public, emergency personnel and administrative representatives charged with monitoring activities engaged thereon.
- (6) Citizens participating in activities at rural specialty facilities shall be limited in number to an amount appropriate given the size, nature and unique specifications of the property and facility.
- (7) Hours of operation for activities at rural specialty facilities shall be limited to appropriate days and times given the nature of the activities and unique specifications of the property and facility.
- (8) Handicap parking requirement. At least one handicap parking space shall be provided, with the remainder of parking not required to be paved.
- (9) Food sales/service, waste water/sewage disposal and potable water supplies shall meet the requirements of the County Health Department.
- (10) No person may be in possession of or consume any alcoholic beverage on the property unless the alcoholic beverage is provided by an individual or entity who holds a class (A, B, E, F, or G) McLean County liquor license issued by the McLean County Liquor Commission. There shall be no package sales of alcohol regardless of whether the class of license issued authorizes the package sale of alcohol.
- (11) No property shall be used as a rural specialty facility unless first receiving approval from the applicable road authority.
- (12) No property shall be used as a rural specialty facility unless proper off-street parking can be provided. On-street parking is prohibited at rural specialty facilities.

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Prairie Central Cooperative, Inc., in case SU-17-01 on parcels 03-04-300-007, 011, and 012 and 03-04-100-002. They are requesting approval of an Agricultural Processing Facility – Grain Elevator in the Agriculture District; on a 170-acre tract that is located in the West ½ of Section 4, Township 26N, Range 4E of the 3rd PM, in Chenoa Township immediately east of 2550 East Road approximately ¼ mile north of U.S. Route 24.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on February 7, 2017 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The property is in crop production and has approximately 2,800 feet of frontage on the east side of 2550 East Road, an oil and chip road 16 feet in width. The property is relatively flat and drains primarily to the east.

SURROUNDING ZONING AND LAND USES – The property is surrounded by land in the A-Agriculture District. The property to the north, south and east is in crop production. The property to the west is in part crop production and in part occupied by a farm dwelling.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 83.5 out of 100 points. The site assessment score was 180 out of 200 points. The total LESA score was 263.5 points out of 300. A score of 230 and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Code regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. Although the subject property has a high LESA score, the proposed facility will support crop production in the region. The 170-acre site will allow a significant portion of the area inside the loop track to continue to be used for crop production. The subject property is surrounded by land in crop production – a farm dwelling is located across 2550 East Road to the west. The property is more than a mile from a residential area. The applicant indicates that having the proposed grain elevator away from residential areas causes less negative impact on residents than having an elevator in a residential area or in a village or town. The applicant operates ten grain elevators in central Illinois including those in the unincorporated Village of Meadows, the City of Chenoa, the City of Lexington, the City of Pontiac and the unincorporated Village of Weston. The applicant testified that Prairie Central Coop, Inc., is owned by 1200 local farmers and that the coop was started in 1982. He testified that they have been working on this project for ten years. The applicant is proposing to build a new larger grain elevator that will store enough grain to fill 110 rail cars (two million bushels), that will include a railroad siding with a loop track that can store up to 110 rail cars and two locomotives. The applicant indicates that the proposed facility will be able to load 110 rail cars in less than 10 hours. The

applicant indicates the importance of a grain elevator having the capacity to load an entire train. The proposed elevator will provide improved access to rail service and therefore to world grain markets for area farmers and members of the Prairie Central Cooperative.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Adjacent and nearby property that is currently in crop production will continue to be desirable for such usage.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed elevator is centrally located in a grain producing region with highway access to U.S. Route 24 and rail access to the Toledo Peoria & Western (T P & W) Railroad Track (owned by the Genesee and Wyoming Railroad Company). Adjacent and nearby land that is suitable for crop production will continue to be suitable for such usage.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The applicant will provide certified plans for storm water detention/retention before a permit is issued for the proposed grain elevator. The proposed elevator will have highway access to U.S. Route 24 and rail access to the T P & W Railroad Track. The applicant is working on a road agreement with the Chenoa Township Road District to improve Road 2550 East Road from the southern entrance of the proposed elevator (the entrance used by all truck traffic) to U.S. Route 24 to IDOT's local road design standards for an 80,000 pound all-weather road, and for improvement of the intersection of Road 2550 East Road and U.S. Route 24. The Chenoa Township Highway Commissioner testified that the road agreement will be finalized within two weeks. He also testified that the County Engineer will monitor construction of improvements to 2550 East Road and that the Prairie Central Coop will purchase additional land for road right-of-way for this road. The County Engineer testified that he has been advising the Chenoa Township Highway Commissioner on the road agreement. The road agreement needs to be approved and signed before the McLean County Board approves this special use. The Health Department recommends approval of this special use.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant will need to obtain an entrance permit from the Chenoa Township Highway Commissioner before a permit is issued for the proposed elevator.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met. The intent of the Agriculture District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such nature that their location away from residential, commercial and industrial areas is most desirable".
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

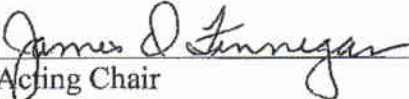
After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Code.

Therefore, this Board recommends that a special use be granted on the property described above for an Agricultural Processing Facility – Grain Elevator in the Agriculture District, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, and provided the following stipulations:

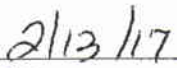
1. A road agreement shall be approved and signed between the applicant and the Chenoa Township Road District before the McLean County Board approves the special use; and
2. An entrance permit shall be obtained from the Chenoa Township Highway Commissioner before a permit is issued for the proposed elevator.

ROLL CALL VOTE - The roll call vote was seven members for the motion to recommend granting, none opposed and Members Zimmerman and Kuritz were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals



Acting Chair



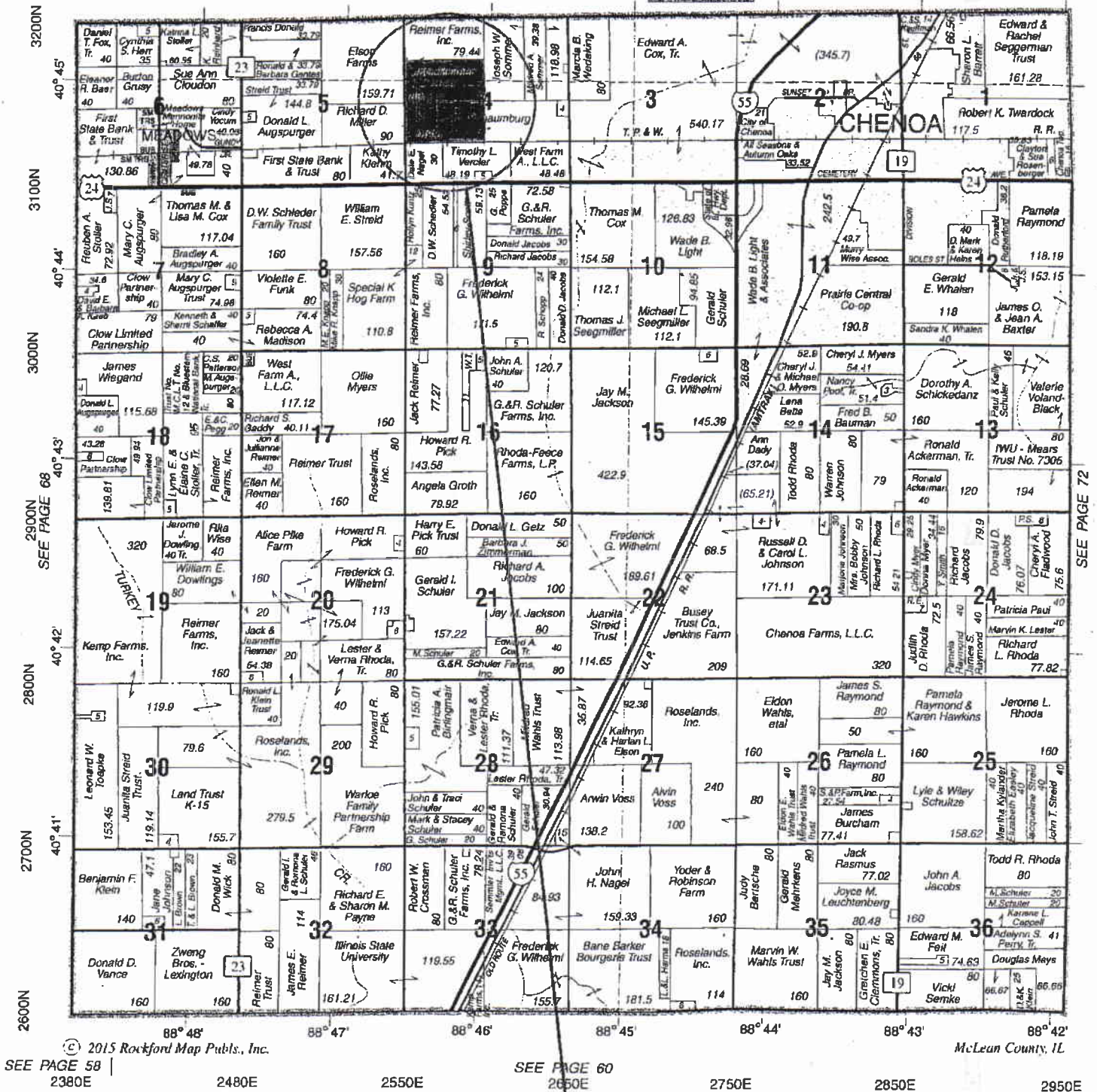
Date

James Finnigan, Acting Chair
Rick Dean
Julia Turner
Brian Bangert
Marc Judd
Chris Carlton, Alternate Member
Mary Beth Taylor, Alternate Member

CHENOA

LIVINGSTON COUNTY

T.26N.-R.4E.



Att. 1 SU-17-01
 PLAT MAP
 Prairie Central
 Cooperative, Inc.

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2016
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE **County Board of McLean County, Illinois**
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Health Committee

FUND 0102
DEPT 0061
PGM 0062

Dental Sealant Grant
Health Department
Personal Health Services

DECREASE

FROM:	ACCOUNT TITLE	AMOUNT
0793.0001	Travel Expense	600
0752.0001	Dental Services	4,900
		<u>5,500</u>

INCREASE

TO:	ACCOUNT TITLE	AMOUNT
0999.0001	Transfer to other funds	600
0836.0001	Purchase Medical/Dental Equip	4,900
		<u>5,500</u>

FUND 0103
DEPT 0061
PGM 0062

WIC Fund
Health Department
Personal Health Services

DECREASE

FROM:	ACCOUNT TITLE	AMOUNT
0773.0001	Non-Contractual Services	300
		<u>300</u>

INCREASE

TO:	ACCOUNT TITLE	AMOUNT
0999.0001	Transfer to other funds	300
		<u>300</u>

FUND 0106
DEPT 0061
PGM 0062

Family Case Mgmt
Health Department
Personal Health Services

DECREASE

FROM:	ACCOUNT TITLE	AMOUNT
0750.0004	Software License Agreement	3,100
		<u>3,100</u>

INCREASE

TO:	ACCOUNT TITLE	AMOUNT
0999.0001	Transfer to other funds	3,100
		<u>3,100</u>

FUND 0112
DEPT 0061
PGM 0061

Health Department Fund
Health Department
Environmental Health

DECREASE

FROM:	ACCOUNT TITLE	AMOUNT
0793.0001	Travel Expense	2,500
		<u>2,500</u>

INCREASE

TO:	ACCOUNT TITLE	AMOUNT
0999.0001	Transfer to other funds	2,500
		<u>2,500</u>

FUND 0112
DEPT 0061
PGM 0062

Health Department Fund
Health Department
Personal Health Services

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0773.0001	Non-Contractual Services	8,220	0622.0005	Vaccine/Prescr/Non-Presc	8,220
0793.0001	Travel Expense	525	0999.0001	Transfer to other funds	525.00
		<u>8,745</u>			<u>8,745</u>

ADOPTED BY THE County Board of McLean County, Illinois
THIS 21st DAY OF February, 2017



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:



COUNTY CLERK, MCLEAN COUNTY



January 23, 2017

VIA EMAIL: craig.nelson@mcleancountyil.gov

Letter Agreement

Craig Nelson
Director, Information Technologies
McLean County Government
115 E. Washington
Bloomington, Illinois 61701

RE: McLean County Annual Maintenance Renewal
EJustice Software – January 1, 2017 through December 31, 2017

Dear Mr. Nelson,

Please find the InterAct Public Safety annual maintenance fees for the maintenance term of January 1, 2017 through December 31, 2017.

Summarized below are the key terms of our proposal:

- 1) Annual maintenance and support to include bug fixes for all critical and high severity issues.
- 2) 50% savings on upgrade costs should the County choose to upgrade to InterAct Public Safety and Caliber Justice next generation software products, which savings is valid as long as the County remains under a maintenance contract.
- 3) Total Contract Amount: \$88,200.00
- 4) Contract Dates: January 1, 2017 through December 31, 2017
- 5) Payment Schedule, payable in advance, net 30-days from date of invoice:
 - i. January 1, 2017: \$22,050
 - ii. April 1, 2017: \$22,050
 - iii. July 1, 2017: \$22,050
 - iv. October 1, 2017: \$22,050
- 6) Time and Material ("T&M") Rate: \$180 per hour.
- 7) Mutually agreed upon travel expenses for on-site visits: Not included and will be billed at actual costs.
- 8) Future annual maintenance renewals: Capped at no more than 5% per year.

- 9) Source code: The County may retain source code already in its possession; source code for future releases of EJustice Software to be provided to you, for use solely in and by McLean County, as long as you remain under this maintenance contract.
- 10) Future development and support of the Support Order module and related functions will be assumed by McLean County. The RMS (Records Management System), JMS (Jail Management System) and non-support order related CMS (Court Management System) components of the EJustice Software will be supported through this Letter Agreement.

We trust that you will find this contract renewal arrangement to meet your satisfaction. If so, please arrange for signature below where indicated, and return to me at your convenience by faxing to 866.368.8602 or via email to legal@interact911.com. Please feel free to contact Karen Hicks, Director, Contracts & Sr. Paralegal, at 508.460.4012 or karen.hicks@interact911.com with any questions.

InterAct Public Safety very much looks forward to serving the County this coming year.

Sincerely,

COLOSSUS, INCORPORATED
d/b/a InterAct Public Safety Systems



Brian Chapin
Executive Vice President


ACCEPTED:



John McIntyre, Chairman
McLean County Board

February 21, 2017
Date

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

February 21, 2017
Date

McLean County Legislative Program – 2017



McLean County government strives to continue effective citizen services in an efficient manner. To accomplish this, McLean County is committed to maintaining strong partnerships with state and federal legislators. Through these partnerships and the County's policies, the residents of McLean County continue to receive valuable services in an efficient and cost effective manner.

In 2017, as in previous years, the McLean County Board appreciates the opportunity to share with our state legislators the challenges facing our County. In these challenging times it is essential that McLean County is able to govern without the restrictions of various statutes and public acts slowing down the process to ensure a high quality of life for McLean County residents.

We are well aware of the state and federal governments' on-going financial situations and have tried to be responsive and responsible as we prepared our 2017 legislative program. As in the past, the County legislative policy is to:

- 1. Support legislation allowing counties to expand fee and non-property tax revenue sources.**
- 2. Support legislation granting additional permissive authorities for counties.**
- 3. Oppose unfunded mandates imposed by the state or federal government.**
- 4. Oppose legislation that would reduce the existing authority of county government.**
- 5. Oppose proposals that erode or divert the existing County revenue base.**
 - **Topic – Proposals to reduce state-collected local government revenues.** In prior legislative sessions, proposals to divert or reduce state-collected local government revenues for the purposes of meeting the obligations of the State have surfaced, many times at the end of a session. This includes important revenue sources such as the local government share of the state income tax (LGDF), the Corporate Personal Property Replacement Taxes (CPPRT), and the local share of State Sales Tax and Motor Fuel Tax (MFT) proceeds. Additionally, legislative sweeping of dedicated funds to meet State obligations can further divert funding intended to compensate local governments for State mandates.

Recommendation – State collected local government revenues are critical to ensuring that counties and municipalities can continue to provide the service levels that residents have come to expect. The State should not divert or delay revenues which are obligated to meet State mandated services.

McLean County Legislative Program – 2017



- **Topic- Juvenile Court Hearings** – Currently, Illinois law called for a juvenile court probable cause hearing to take place within 40 hours, not including weekends or holidays. This 40 hour period is inconsistent with federal court finding that such an initial hearing must take place within 48 hours, irrespective of day of the week or holidays. Cook County has adopted a 24 hour maximum for an initial probable cause review and subsequent legislation has proposed an initial review by a court officer within 24 hours and a detention hearing the following morning for all jurisdictions.
- **Recommendation** – Support legislation which provides for an initial detention hearing within 48 hours and for the provision of remote video participation by interested parties to such hearings.
- **Topic – Transportation Infrastructure Construction Program.** The State of Illinois has not approved a capital investment program with sustainable, ongoing funding increases, since 1999, leading to a decline of the state's transportation infrastructure and affecting the economic health and the safety of our citizens. The 2009 capital funding program known as "Illinois Jobs Now" expired July 1, 2015 and has resulted in a steep decline in transportation maintenance and repair projects.

Recommendation - Support consideration and approval of a new capital investment program that will allow state and local governments in Illinois to maintain and enhance our critical transportation networks. A dedicated pay-as-you-go funding source is necessary to guarantee steady and predictable revenue is available to assure the routine annual modernization, rebuilding, and maintenance required to relieve our growing infrastructure crisis, and support all transportation systems—local roads, state roads, interstate highways, bridges, public transit, airports, waterways, & freight rail efficiencies. While a Statewide solution to this issue would be most appropriate, as an alternative, all Counties should have the same local permissive authority to initiate a County Motor Fuel Tax currently provided to Kane, McHenry and DuPage under the County Motor Fuel Tax Act and to Cook County through home rule powers.

- **Topic- Municipal Adjudication of minor traffic offenses** – Currently, Illinois law requires all motor vehicle uniform traffic citations to be processed through the circuit court. Recent legislation has proposed allowing for municipal adjudication of minor traffic offenses.
- **Recommendation** – Oppose municipal adjudication of minor traffic offenses legislation. Such action would significantly bifurcate the prosecution of traffic offenses, would destabilize circuit court funding and would increase the complexity of reporting traffic offenses to insurers,

McLean County Legislative Program – 2017



- **Topic- Court Probation Funding.** State mandated probation and detention services have historically been funded at less than 70% of costs. “Although an increase in salary reimbursement funding had been realized for SFY 2015, adequate funding for Probation and Detention services throughout the State of Illinois remains a critical issue. The continuation of the support for this positive trend in Probation and Detention funding is essential in order to maintain safer communities by insuring offender accountability in a cost effective manner. A reduction in funding will only serve to diminish the capability of Court Services Departments to accomplish the mission of creating safer communities and insuring offender accountability.”

Recommendation-The legislature should fully fund probation services without diminishing other county revenues.

- **Topic- Behavioral/ Mental Health Funding.** The National Alliance on Mental Illness has given the State of Illinois a "D" on its report because of significant issues in community-based services for people living with a mental illness. Illinois' lack of essential mental health services has resulted in lawsuits and consent decrees which force it to invest in an adequate community mental health system. In an effort to save money through funding cuts, Illinois instead has cost itself millions every year in expensive and preventable hospitalizations, emergency room visits, institutionalizations, inappropriate incarcerations, extended incarcerations due to lack of state facilities and homelessness. The lack of an effective system with interventions, structure and solutions burdens families, community services and police. Both the human cost and the public costs are extraordinary.

Recommendation- Restore funding for critical mental health services.

- **Topic- Hazardous Waste** - The budget challenges of the Illinois Environmental Protection Agency (IEPA) has created the need for local governmental units to provide Household Hazardous Waste (HWC) collection at more than \$150,000 per collection event. Paint is almost 30% of Household Hazardous Waste (HWC) collected by Solid Waste Programs. McLean County and its municipal partners must find a more sustainable way to fund its HWC collection. McLean County and other Illinois Counties are looking to the paint manufacturers to help solve the problem. This will help shift responsibility for recycling or other safe disposal of products and packaging to the producers. Under the proposed legislation, similar to efforts in Oregon, California and Connecticut, paint manufacturers will assume the costs of managing unwanted latex and oil-based paints.

Recommendation - Support legislation that will institute an upfront fee on new paint purchases to pay for the proper management of the paint. This will make the industry responsible for developing and implementing a statewide paint recovery plan, including education.

McLean County Legislative Program – 2017



- **Topic- Local Government reduction and efficiency** – Provisions for consolidation of and dissolution of units of government and local governmental services have been applied to a limited number of designated counties and under limited circumstances.

Recommendation – Support legislation extending powers which exist under the Local Government Reduction and Efficiency division of the Counties Code to all counties.

- **Topic – Cell Tower Siting** Illinois State Law allows cellular towers by right in all unincorporated areas, and provides counties with no authority over the siting, height, and setbacks of cellular towers. This law has led to the proliferation of cellular towers in unincorporated areas, despite county efforts to encourage appropriate siting and co-location on existing towers.

Recommendation - Support legislation previously offered through the re-writing of the telecommunications bill that would:

- Provide counties with more authority in the siting, height, and setback for cellular towers.
 - Require new cellular towers to provide capacity for multiple telecommunication carriers.
- **Topic- Retailer Occupation Tax Information Access.** Under PA 098-1058(35 ILCS 120/1 I), municipalities were granted the authority to enter into agreements with the Illinois Department of Revenue for the purposes of obtaining business-specific data on net revenues distributed to the municipality for the local share of revenue collected under the Service Use Tax Act, Service Occupation Tax Act, Retailers' Occupation Tax Act, and where applicable, any locally imposed retailers' occupation tax or service occupation tax. County governments, like municipal governments, are heavily dependent on these types of sales taxes. Because sales taxes are so vital to the financial solvency of McLean County government, forecasting and modeling trends of sales tax activity are crucial.

Recommendation - The authority to enter into an agreement with the Department of Revenue for business-specific sales tax data should be available to county governments. Introduce legislation that would extend the provisions of PA 098-1058 to county governments.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

TO: Honorable Chairman David Selzer and Members, Finance Committee

FROM: Hannah Eisner, Assistant County Administrator

DATE: February 19, 2017

RE: Collective Bargaining Agreement – LIUNA Metcom

The most recent Collective Bargaining Agreement between the County and LIUNA for the bargaining unit that includes Telecommunicators at Metro McLean County Centralized Communication Center (Metcom) expired on December 31, 2015. Negotiations for a successor to that agreement have been ongoing since near the time of expiration of that contract. There were a few minor language issues which were resolved by the parties, but we could not reach agreement on wages. A Federal Mediator was used on February 8, 2017 and we settled the wage issue. The bargaining unit ratified the new contract on February 15, 2017 and it now goes to the County Board for approval.

The language changes clarified existing practices and updated provisions on Non-Discrimination, Seniority, and Shift Bidding and did not introduce new practices into the contract. The wage agreement provides an annual adjustment of 2.75% per year for the two years of agreement, plus a \$750 onetime payment to be paid at the signing of the agreement.

**RESOLUTION OF THE McLEAN COUNTY BOARD
ADOPTING THE
2017 LEGISLATIVE PROGRAM
FOR McLEAN COUNTY**

WHEREAS, County Administration gathers legislative suggestions and recommendations from County Board Committee discussions over the previous 12 months; and

WHEREAS, the Executive Committee of the McLean County Board prepares and recommends the annual Legislative Program per the *County Board Rules* adopted in December 20, 2016, and,

WHEREAS, the 2017 Legislative Program strongly urges the County' Legislative Representatives to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Executive Committee recommends that the McLean County Board adopt the attached 2017 Legislative Program summaries which have been reviewed and recommended for approval by the Executive Committee, now; therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2017 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

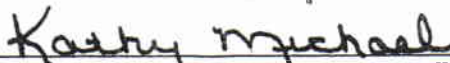
BE IT FURTHER RESOLVED that a copy of this 2017 Legislative Program be transmitted to the County's legislative consultant and state-wide county organizations with the request that they give serious consideration to supporting initiatives contained within McLean County's 2017 Legislative Program.


Secion1: Recitals. The recitals set forth above are incorporated as part of this Resolution by the reference.

ADOPTED by the McLean County Board this 21st day of February, 2017.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
Board, McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Memo


To: Sheriff Jon Sandage
From: Lieutenant Mike Kline
Date: 1/3/17
Re: 2017 Uniform and Equipment Bid

Sheriff,

On December 1, 2016, I sent out bid requests for our uniforms and equipment to four (4) vendors: CI Shooting Sports, Ray O'Herron Co., Chief Supply, and Bob Barker. The bid requests advised the vendors to have all bids turned in to the McLean County Administrator's Office no later than 10:00 am on 1/3/17. On 1/3/17 at 10:30 am, I reported to the McLean County Administrator's Office and discovered that only one bid was submitted and it had already been turned over to the McLean County Auditor's Office. I proceeded to the Auditor's Office and opened the bid in the presence of Connie Johnson. The sole vendor to submit a bid was Ray O'Herron Co. Since this was the only bid returned and it was a complete uniform and equipment bid, I recommend Ray O' Herron Co. as our preferred vendor for uniforms and equipment for 2017.

Respectfully Submitted,

Lt. Mike Kline

 8137


December 1, 2016

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases
For The One Year Period of February 1, 2017 to January 31, 2018

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.
Contact person: Support Services Commander, Lt. Mike Kline

Mandatory Vendor Information

Name of company submitting formal quote: Ray O'Herron Co., Inc.
Printed name of authorizing agent submitting quote: Michael O'Herron
Signature of authorizing agent submitting Quote: 
Date quote proposal submitted: 12/28/2016
Company address: 3549 N. Vermilion St. PO Box 1070 Danville, IL 61834
Company Contact Telephone Number: 800-223-2097
Company Contact Email Address: bids@oherron.com
Company Contact FAX Number: 888-223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment for the McLean County Sheriff's Office"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope.
The envelope must be delivered to:

McLean County Administrators Office
Rm 401, Government Center, 115 E. Washington Street
Bloomington, Illinois 61701

All bids are due by 10:00am Tuesday, January 3rd, 2017. This will be the date and time of the bid opening. No exceptions.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2017 to January 31, 2018 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and/or model of equipment as the one specified if the substituted item is at least the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on those sections of the contract that they do not have a complete inventory of specific items in stock, and do not intend to maintain this inventory for the duration of the contract.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Kline at : (309) 888-5859 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: michael.kline@mcleancountyil.gov

Vendors DO NOT have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean

County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

*You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.*

Amount	Command Staff Uniforms:
\$35.95	Blauer White S.S. Class Act Shirt #8421
\$40.50	Blauer White L.S. Class Act Shirt #8431
\$59.95	Pants: Pink Tan or Taupe w/Dark Brown Stripe (1/2 in.) Flying Cross – 32230-23
\$	w/ Dark Brown Braid
\$	
\$	
\$	
	Deputy Uniform:
\$310.00	Blauer 9820 4 in 1 Jacket (Brown) w/ 4660 Liner (Brown)
\$259.00	Blauer 9910Z Cruiser Jacket (Brown)
\$51.50	Yellow raincoat
\$6.95	Necktie break away clip-on in taupe or corrections gray 20 or 22 inch
\$49.95	Midway 5-Star hat (with all accessories including cover matching pant material)
\$5.95	Replacement Midway hat accessories, Silver, or Gold snake band w/buttons
\$	
\$	
\$	
\$	
\$	

\$	
	Boots / Shoes
\$59.95	Bates High Gloss duty oxford, men's/ womens in clarino Model #22141 / #22741
\$124.00	Bates GX-4 Gortex Waterproof #2266
\$131.00	Bates GX-8 Gortex Waterproof #2268
\$110.00	5.11 A.T.A.C 6" Shield Boot
\$128.00	5.11 A.T.A.C 8" Shield Boot
\$95.00	Rocky Alpha Force 8" Sidezip
\$81.50	Rocky Alpha Force 6"
\$	
\$	
\$	

Uniforms Cont.

	Corrections Uniform:
\$45.00	Blauer Streetgear S.S. Shirt #8713 (Navy)
\$54.00	Blauer Streetgear L.S. Shirt #8703 (Navy)
\$63.00	Blauer Streetgear #8810 Cargo/Utility type pants (Navy)
\$40.50	Blauer Class Act #8650 4 Pocket pants (Navy)
\$121.50	Blauer 3-Season Jacket #6120 (Navy)
\$67.50	Blauer Armorskin Carrier #8370 (Navy)
\$	
\$	
\$	
\$	
	Deputy Uniform:
\$55.95	Blauer Streetgear SS shirt #8916 in Brown or (Tan for Reserve Deputies)
\$61.50	Blauer Streetgear LS shirt #8906 in Brown or (Tan for Reserve Deputies)
\$69.00	Blauer Streetgear #8980 pants in Brown
\$43.00	Breakaway traffic vest W/SHERIFF
\$8.50	Embroidered, Sew on Name Tapes, same material as the shirts. Silver or Gold lettering
\$72.00	Blauer Armorskin Carrier #8970 (Brown)

\$38.50	Blauer Armorskin SS Shirt #8972 (Brown)	
\$42.50	Blauer Armorskin LS Shirt #8971 (Brown)	
\$		
\$		
\$		
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\$		
\$		

TOTAL FOR UNIFORM CATEGORY \$2,331.65

POLICE LEATHER/NYLON CATEGORY

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now for daily wear. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

Amount	Police Leather:
\$64.50	Duty belt in High Gloss w/buckle (silver or gold)
\$31.95	Inner velcro garrison belt in High Gloss
\$28.95	Cuff case w/Silver or Gold snap in High Gloss
\$2.95	2 snap belt keepers (silver or gold) in High Gloss
\$16.50	Latex surgical glove pouch in High Gloss
\$32.95	Double snap magazine pouch (silver or gold snaps) in High Gloss
\$22.95	Open top carrier for "Stinger" flashlight in High Gloss
\$23.95	Boston Leather 5487 (5") portable radio carrier in High Gloss

\$123.00	Safariland Top Gun Model #200 in High Gloss
\$	
\$	
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\$	
	Nylon Duty Gear:
\$39.00	Bianchi duty belt 2.25" #7200
\$22.00	Bianchi inner belt #7205
\$8.95	Bianchi belt keepers (snap) 4 pack #7406
\$23.95	Bianchi double magazine pouch w/hidden snaps (vertical or horizontal) #7302
\$29.95	Bianchi Radio Holder #7323
\$17.00	Bianchi open top cuff case #7334
\$12.95	Bianchi ASP baton holder #7312
\$11.95	Bianchi Stinger flashlight holder (open top) #7326
\$129.95	Safariland 6360 SLS/ALS Holster in STX finish
\$	
\$	
\$	
\$	
\$	
\$	

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 643.40

BADGE CATEGORY

Blackinton is the preferred badge for this category. However, if there is a comparable company with equivalent look and finish, they may also be bid. Style #'s have been left on as a reference only.

Amount	Badges:
\$69.00	Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener.
\$95.95	Same as above but in HiGlow finish

\$82.50	Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County")
\$118.00	Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out HiGlow finish
\$94.00	Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" or "20 years of Service" on lower panel)
\$114.00	Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back ("Detective" on upper panel)
\$94.00	Badge #1277 DE "Retired"
\$19.95	Tie Bar #A3271 w/ Deputy badge in either gold or silver color finish
\$16.95	Namebar #A2450 in Rhodium finish
\$24.00	Same as above but in HiGlow finish
\$16.00	"Serving Since" bar #1693 in gold or silver finish
\$18.95	Lt. Bars "small" # A1973HG
\$19.00	Badge Cases for B879
\$19.00	Badge Cases for B1004
\$19.00	Badge Cases for B1277
\$	
\$	
\$	
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\$	

TOTAL FOR THE BADGE CATEGORY: \$ 820.30

POLICE BODY ARMOR CATEGORY

Substitutes may be accepted in this category as long as they are of equal or better quality and meet all NIJ 06 standards. Primary color for carriers are **BROWN** for Deputies and **NAVY** for Corrections.

Amount	Body Armor:
\$655.00	Body Armor Level II w/soft trauma insert and an additional carrier.
\$69.00	Replacement Carrier (Brown/ Navy) for the above listed vest
\$	
\$	

OR,

If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.

SUB TOTAL FOR POLICE BODY ARMOR \$ 724.00

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kline must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

Amount	Miscellaneous Police Equipment:
\$121.50	Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy
\$21.75	Replacement Model 900 face shield #FS2
\$21.50	Replacement interior liner & sizing kit for Premier 900 ILK1
\$25.50	Saunders Aluminum Report Writing Board – A-Holder #10017
\$20.00	Saunders Aluminum Ticket Writing Board #10006
\$11.00	Barrier tape (1000' roll) "Sheriff's Line Do Not Cross"
\$77.00	Red Flares w/o spikes -30 minute (per gross)
\$19.00	NARKII Narcotics Test Kit NARK 2005 (Cannabis)
\$19.00	NARKII Narcotics Test Kit NARK 2007 (Cocaine)
\$19.00	NARKII Narcotics Test Kit NARK 20015 (MDMA)
\$114.00	Streamlight SL-20x with DC & AC charger
\$32.00	Ni-Cad Battery stick for SL-20x
\$13.95	Streamlight replacement bulb/lamp module for SL-20x
\$9.95	SL-20x Charger Sleeve both AC and DC
\$99.00	Streamlight Stinger flashlight AC 75811
\$17.95	Stinger replacement battery
\$7.99	Stinger replacement bulb
\$8.50	Stinger Charger both AC and DC
\$	
\$	
\$	
\$	
\$	
\$	

MISCELLANEOUS POLICE EQUIPMENT CONTINUED:

\$32.95	Blackhawk (Pistol) CQC Serpa Holster w/Belt loop and Paddle
\$51.95	Blackhawk Serpa Holster for (TASER X26)
\$299.00	Ballistic Helmet, Level 3 in Black
\$36.00	ESS NVG Goggles in Black
\$69.00	Hatch Gloves SOG HK300 in black
\$170.00	Flex-Cuff's per order of 100
\$	
\$	
\$	
\$	
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\$	

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 1,313.99

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

C. I. Shooting Sports

Attn: Stephen Stewart

700 Wylie Drive

Normal, Illinois 61761

Ray O'Herron Co. Inc

Attn: Bids/Contracts

3549 N. Vermilion

P.O. Box 1070

Danville, Illinois 61834-1070

CHIEF Supply Company

McLean County Sheriff's Office Year 2016 bid document.

Attn: Angelique Starkweather
8604 Cliff Cameron Drive.
Suite 105
Charolette NC. 28269

Bob Barker

Attn: John Burton
134 N. Main Street
Fuquay-Varina, NC 27526

JUSTICE COMMITTEE:
George Gordon, presented the Following:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2017. This fee shall be paid on January 1st of 2017 and shall represent payment for use from January 1, 2017 until December 31, 2017. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the

facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2017 and terminating on December 31, 2017. First payment is due January 1, 2017.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this

Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman, McLean County Board

By: _____
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

January 24, 2017
Date

CITY OF BLOOMINGTON

By: Tami Renner
Mayor

ATTEST: Kim K. Brown
Bloomington City Clerk

Members Segobiano/Buchanan moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean regulating the use by the County of McLean of the Police Shooting Range Facility of the City of Bloomington. - Sheriff Department. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



Children's Advocacy Center & CASA
200 W. Front Street
Suite 500-B
Bloomington, Illinois 61701

Phone: (309) 888-5656
Website: mcleancountyil.gov

Memorandum

To: The Honorable Chairperson and Members of the Justice Committee
From: Judy Brucker, Executive Director
Re: February 2017 Justice Committee Meeting
Date: January 27, 2017

Please find the following items for consideration:

- Approval of Contract for Services between Dewitt County Community Mental Health Board and Children's Advocacy Center: The Dewitt County 708 Board has been an historic partner with our center, assisting in providing some financial assistance over the years to ensure that the children forensically interviewed through our Dewitt satellite center are receiving as many services as possible. Historically, those grants have been between the 708 Board and the Child Protection Network. With the transition between McLean County and CPN, this new granting opportunity was awarded *effective December 1, 2016 through November 30, 2017*. The contract permits the reimbursement to McLean County for up to \$7600 to be spent as follows: \$2700 towards counseling/crisis intervention (to be provided by contract therapist Sharon Klingman, M.S., LCPC; \$2700 reimbursement for rent paid for satellite CAC office space; \$2200 for the IRecord Forensic Recording Equipment warranty (*action item*).
- Approval of Agreement between Sharon Klingman and McLean County specifically for services provided pursuant to the Dewitt 708 grant discussed above. (*action item*)
- 2016 Year In Review – Statistical information for each program
- Monthly Children's Advocacy Center statistics
- Monthly CASA statistics

Should you have any questions, please feel free to contact me. Thank you.

DeWitt County Community Mental Health Board

c/o Illinois State University, Campus Box 4950 ♦ Normal, IL 61790 ♦ 309-438-5326

December 21, 2016

Judy Brucker
Executive Director
Children's Advocacy Center
200 W. Front St. Suite 500B
Bloomington, IL 61701

Dear Ms. Brucker,

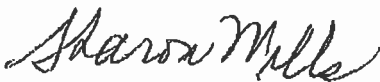
We are pleased to inform you that the DeWitt County Board, in conjunction with our Board, has approved a budget and levy for mental health-related services for FY 2017 (December 1-November 31, 2017).

The Children's Advocacy Center will receive up to \$7,600 payable through an invoice for services/expenses as FY 2017 funds become available to the Board (expected August 2017). Funding may be used for the part-time contractual therapist to provide crisis intervention/counseling services (up to \$2,700). In addition, funding may be used for rent for Clinton's satellite office (up to \$2,700) and an annual maintenance contract for the IRecord Forensic Recording Equipment (up to \$2,200). Any changes in how funding is to be utilized should be discussed with/approved by the Mental Health Board prior to implementing.

Please review the attached documents including a contract and general funding guidelines. Please sign the contract, keep a copy for yourself, and return the original with your (or a designee's) signature to the address above. Let me know if you have any questions or comments about these documents.

We are grateful for your work in DeWitt County and look forward to working with the CAC in 2017!

Sincerely,



Sharon Mills
Administrator, DeWitt County Community Mental Health Board

The DeWitt County Community Mental Health Board's mission is to provide access to comprehensive, community-based services in an efficient and effective manner to all residents of DeWitt County with mental illness, substance abuse, and developmental disabilities.

EXHIBIT 2: Service Delivery Form

CONTRACT FOR SERVICES BETWEEN
DEWITT COUNTY COMMUNITY MENTAL HEALTH BOARD
AND Children's Advocacy Center

This contract entered into this 21st day of December, 2016, by and between the DeWitt County Community Mental Health Board, of Clinton, Illinois, (hereinafter referred to as "DCMHB") and the Children's Advocacy Center, of Bloomington, Illinois (hereinafter referred to as "Provider").

Whereas, DCMHB is authorized pursuant to the Community Mental Health Act, 405 ILCS, Section 20/0.1, et seq. to contract for the rendition or operation of services, facilities and educational programs.

Now, therefore, be it resolved that the parties hereto have herein agreed as follows:

1. Term: The term of this contract will be for one year commencing on December 1, 2016, and ending on November 31, 2017. This contract may be terminated at will by either party at any time upon written 30 days notice via the United States Postal Service.

2. Compensation: DCMHB shall pay to the Provider, pursuant to this contract, up to \$7,600, when funds are available to the DCMHB and upon receipt of invoice(s) for services from the Provider.

3. Amendment: This contract may be amended only by mutual written agreement of DCMHB and Provider.

4. Non-Assignment: The Provider shall make no assignment of this contract, or any of the duties or services to be provided under this contract, without prior written approval of DCMHB.

5. Liability/Indemnification: The Board assumes no liability for actions of the Provider or the Provider's employees under this contract. The Provider shall indemnify, defend and hold harmless the Board, and its respective agents, employees, officers, directors, successors and assigns (collectively, the "Indemnitees") from, against, and in respect of any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of the Provider, its agents or representatives in connection with the performance of its obligations under this Contract, (ii) any allegations by any federal, state or local government authority that the Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed any funds, including but not limited to any allegations that the Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of State or Federal laws and regulations the Provider has certified as being in compliance.

The Provider shall provide to the Board on an annual basis a certificate of liability insurance, as well as a certificate of professional malpractice insurance covering any of its employees or contractors assigned to provide services under this Contract.

6. Conditions: **The Provider agrees to comply with the terms of this contract and with DCMHB's general requirements, agency reporting requirements and monitoring requirements set forth in DCMHB's policy attached hereto as Exhibit 1, and incorporated herein by reference.**

The Provider agrees and stipulates that under this contract it is providing services as an independent contractor for DCMHB and not as an agent or as employees of DCMHB. No person working for Provider shall be considered an employee of DCMHB for any purpose, nor shall DCMHB be obligated to provide any compensation or benefits for any such person. All acts or omissions of any employee, agent, officer or board member of the Provider, committed in the provision of services under this contract, are committed or omitted in such independent contractor status, and not in any agency status or employee status for DCMHB.

7. Services to be provided by Provider: The Provider shall provide the specified services in accord with a DCMHB approved service delivery form, which is attached as a **cover letter to this contract, called Exhibit 2**, and incorporated herein by reference.

Provider's professional staff must be licensed, registered or certified by the State as applicable to the discipline and existing State regulations/requirements. The Provider attests that all personnel who directly Provider services under this contract are fully qualified to carry out their duties, and that all representations concerning Provider personnel (academic credentials, work experience, etc.) are true and correct.

8. Quarterly Program/Financial Reports: All programs regardless of type of contract, grant based or purchase of service/fee for service, will submit a quarterly program and financial report in a format specified by the DCMHB. Quarterly Reports cover the prior 3 months activities. The first, second, and third quarter reports are due on or before the last Friday of the month following completion of each calendar quarter (due in March, June, and September for contracts with a December to November fiscal year). The fourth quarter report is due on or before the last Friday of the second month following the completion of the fourth quarter (February). The Provider will be considered out of contract compliance if these reports are not submitted when they are due.

9. DCMHB obligations: Commencement of the transfer of payments from DCMHB to the Provider will begin only after all the following conditions have been met:

- A. Completion and acceptance of DCMHB approved service delivery form.
- B. Formal execution of this contract.

All payments under this agreement are subject to the approval of the DCMHB budget by the DeWitt County Board, and the appropriation and levy of sufficient taxes by the DeWitt County Board to fund said budget, and the collection and distribution of sufficient tax revenues by the County of DeWitt to fund said budget. No penalty or breach results from DCMHB's

inability to make payments under this agreement as a result of an insufficient collection of tax revenues. Subject to the aforementioned, it is the intention of DCMHB to make payments to the Provider on a monthly basis. The DCMHB may choose an alternative payment schedule (e.g., semi-annual or a lump sum payment).

10. Repayment: The Provider shall repay to DCMHB all funds received under this agreement if DCMHB determines after monitoring and notice that the Provider has failed to provide the services for which the funds were paid under this agreement, or the Provider has applied the funds for purposes inconsistent with this agreement. Funds provided herein from DCMHB to the Provider shall be used only for the specific services provided for in the board approved service delivery plan form referenced herein.

The Provider will seek and receive the Board's written approval through an amendment before making significant programmatic or budgetary changes, utilizing the Contract Amendment form prepared by the Board.

11. Severability: If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall continue in full force and defect.

12. Legal Compliance: The Provider assures and certifies with respect to this agreement that it possesses legal authority to enter into this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body authorizing the execution of this agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the application and to provide such additional information as may be required. Should corporate status of the Provider be altered through acquisition or merger, this contract becomes null and void.

13. Taxpayer Certification:

Under penalties of perjury, the person signing this Contract on behalf of the Provider personally certifies that 37-6001569 is the correct Federal Employer Identification Number (FEIN); or, _____ is the correct Social Security Number for the Provider doing business as indicated below: (please check one). (Note: Sole proprietorship must use Social Security Number)

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Not for Profit Corp.	<input type="checkbox"/> Tax Exempt Org	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Governmental Entity	<input type="checkbox"/> Medical Health Care Services Provider Corp	

14. Compliance with State and Federal Laws:

a. This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related Federal laws and regulations. The Provider agrees to timely comply with all Local, State and Federal laws, regulations and standards pertaining to this Contract.

The Provider agrees to pay all state and federal taxes and other levies and charges as they become due, and to defend, indemnify and hold the Board harmless from and against any and all liability resulting from any failure to do so.

The Provider is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and any persons providing services on behalf of the Provider under this contract.

Failure of the Provider to pay applicable Federal and State payroll taxes, FICA, and other levies or charges as they become due shall result in immediate termination of this contract.

b. The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Provider agrees to pay all state and federal taxes and other levies and charges as they become due, and to defend, indemnify and hold the Board harmless from and against any and all liability resulting from any failure to do so.

The Provider is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and any persons providing services on behalf of the Provider under this contract.

Failure of the Provider to pay applicable Federal and State payroll taxes, FICA, and other levies or charges as they become due shall result in immediate termination of this contract.

b. The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act, 42 U.S.C. §1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.

c. The Provider certifies that it is in compliance with all applicable Federal, State and Local laws protecting the civil rights of persons.

d. The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities to which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).

e. The Provider certifies that it is in compliance with the State and Federal constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, The Illinois Employment First Act, and Section 504 of the Federal Rehabilitation Act. The Provider, its employees, and subcontractors shall comply with all applicable provisions of the following State and Federal laws and regulation pertaining to nondiscrimination and equal employment opportunity including but not limited to the delivery of services under this Contract and all subsequent amendments thereto:

- i. The Illinois Human Rights Act, as now or hereafter amended (775 ILCS 5/1 - 101 et seq.);
- ii. Public Works Employment Discrimination Act "to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment agreements for public buildings or public works." (775 ILCS 10/0.01 et seq.);
- iii. The United States Civil Rights Act of 1964 (as amended), Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and Executive Orders 11246 and 11375 (Equal Employment Opportunity).

- iv. The Illinois Employment First Act, to “support competitive and integrated employment of persons with disabilities; and, whenever feasible, share data and information across systems in order to track progress toward full implementation of the Act.”

15. Other Required Certifications:

- a. Drug Free Workplace—The Provider certifies that neither it or its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Contract and that the Providers shall comply with all provisions of the Drug-Free Workplace Act (30 ILCS 580/1 – 580/11).
- b. Bribery—The Provider certifies that he/she has not been barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code.
- c. Bid-Rigging/Bid Rotating Law—The Provider certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of 720 ILCS 5/33E-3 & 5/34E-4 of the Illinois Criminal Code of 1961.
- d. Educational Loan—The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385/1 – 385/3).
- e. International Boycott—The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Dept. of Commerce promulgated under the Act.
- f. Charitable Trust—If the Provider is a charitable organization subject to the Charitable Trust Act (760-ILCS 55/1), or the Solicitation for Charity Act (225 ILCS 460/1), the Provider certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.
- g. Dues and Fees—The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates.
- h. Felony Conviction—The Provider certifies that none of its employees who are servicing this Contract have been convicted of felonies in which the sentence from the said convictions has been completed less than one year before the execution of this Contract (30 ILCS 505/10/3).
- i. Pro-Children Act—The Provider certifies that it is in compliance with the Pro-Children Act of 1994 (Public Law 103-227) in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- j. Sexual Harassment—The Provider certifies that it will prohibit sexual harassment as defined by the Illinois Human Rights Act, 775 ILCS 5/2 – 101(E), and will not tolerate such conduct by its employees. Further, the Provider certifies that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105 (1994) and shall deliver to the Board a copy of such upon request.
- k. Health Care—The Provider agrees to take necessary precautions to guard against contagious and communicable diseases including “Recommendations for Risk Reduction” from the U.S. Center for Disease Control.

16. Notices: All notices pursuant to this agreement shall be sent to DCMHB at the following address:

c/o Illinois State University
Campus Box 4950
Normal, IL 61790

All notices pursuant to this agreement shall be sent to the Provider at the following address:

Children's Advocacy Center
200 W. Front St. Suite 500B
Bloomington, IL 61701

The Provider shall submit written notice of any change of principal office/mailing address at least 30 days in advance of the change.

17. Applicable Law: This agreement shall be governed and construed in accordance with the laws of the State of Illinois, and all subsequent amendments thereto.

DeWitt County Mental Health Board:

By: [Signature]
Its President

By: [Signature]
Its Secretary or Authorized Designee

Date: Dec 12, 2016

Children's Advocacy Center:

By: [Signature]
Its Executive Director or CEO

By: [Signature]
Its President or Authorized Designee
McLean County

Date: February 21, 2017

DeWitt County Community Mental Health Board
8283 Jenkins Switch Rd. ♦ Clinton, IL 61727 ♦ 217-935-4803

GENERAL FUNDING GUIDELINES

A. INTRODUCTION

The DeWitt County Community Mental Health Board's mission is to provide access comprehensive, community-based services in an efficient and effective manner to all residents of DeWitt County with mental illness, substance abuse, and developmental disabilities.

The DCMHB will coordinate its planning and funding efforts with governmental and non-governmental providers of services. Funds allocated by the DCMHB shall be used to contract for mental health, developmental disability and substance abuse treatment services for DeWitt County residents pursuant to the authority of the Community Mental Health Act, ILCS, Chapter 405, Act 20 Section 0.1 et.seq.

B. GENERAL REQUIREMENTS

(1) Eligible Organizations for Funding

Applicants for funding may be any public or private entity providing mental health, developmental disability or substance abuse treatment services to residents of DeWitt County. If formed as a not-for-profit corporation, the agency must have a board of directors representative of the service area.

Providers must not discriminate in the acceptance of clients, employment of personnel or appointment to the board of directors or in any other respect on the basis of race, color, religion, gender, sexual preference, natural origin, ancestry or disability. Services shall not be denied based upon clients' ability to pay.

Providers shall provide a summary and make available copies of any request/application for new or adjusted funding in any program within the agency funded in whole or in part by the DCMHB.

Special requests for funding outside the established budget cycle will be considered on a case by case basis.

Providers shall comply with applicable Illinois and Federal laws and regulations with respect to safeguarding the use and disclosure of confidential information about recipients of services.

(2) Board to Board Information

Agency governing boards will make a diligent effort to keep the DCMHB informed of fiscal and management decisions.

(3) Fiscal Requirements

The organization shall be managed in a manner consistent with sound fiscal standards and shall maintain written policies and procedures regarding its fiscal activities, including but not limited to payroll, purchasing, cash management, relevant fee schedules, contracts and risk management.

The organization must not deny DeWitt County resident's access to DCMHB funded services regardless of their ability or inability to pay.

Each agency is required to have an annual audit, as to the close of its fiscal year. This audit is to be performed in accordance with generally accepted auditing standards and "Government Auditing Standards" by an independent certified public accountant registered by the State of Illinois. The audit shall contain the basis financial statements presenting the financial position of the agency, the results of its operations and changes in fund balances. The financial report shall contain the auditor's opinion regarding the financial statements, taken as a whole, or an assertion to the effect that an opinion cannot be expressed. If the auditor expressed a qualified opinion, a disclaimer or opinion, or an adverse opinion, the reason therefore must be stated.

Failure to meet these requirements shall be cause for termination or suspension of DCMHB funding.

C. FUNDING PRACTICES AND METHODS

(1) Types of Contracts

The following describes DCMHB award categories and contract mechanisms. Awards (and subsequent contracts), unless noted otherwise in the contract, are for one year.

a. Grant Contract

Grant contracts are typically tied to provision of specific programs or services but can be made to assist with capital projects, administration, utilities, research, training, or other unique situations (e.g., one-time funding or seed money). Payment is predicated on the budget and obligations associated with the contract. The DCMHB will determine the payment schedule for each provider. Typically, payments may be divided equally (i.e., 1/12 of the contract maximum per month) over the term of the contract, divided by quarter, or paid in lump sum. The annual renewal of a grant-based contract is subject to review of application, re-negotiation of terms based on provider performance, needs assessment findings, and/or a desire by the DCMHB to redirect funding in response to a change in goals, objectives, or priorities.

b. Fee for Service (FFS)/Purchase of Service (POS)

Such contracts generally will be awarded using a Request for Proposals (RFP) approach in which an eligible individual or organization may respond to the RFP. The DCMHB may develop FFS/POS contracts by direct solicitation to one or more eligible individuals or organizations to purchase services in accord with the DCMHB's current needs assessment and/or one and three year plans. Eligible individuals or organizations also may petition the DCMHB for a FFS/POS contract to supply services identified in DCMHB assessments and/or one and three year plans. Payment is driven by retrospective billing for units of service provided within the constraints of the contract maximum. Billing must be proportional over the course of the contract term.

EXHIBIT 1: DCMHB General Funding Guidelines, 11/4/2015

Whenever possible and appropriate, DCMHB contracts will establish rates based on those used by the State of Illinois (e.g., Part 132, Medicaid Community Mental Health Services Program).

c. Consultation Contract

Consultation contracts are for specific tasks or activities. Typically, payment is tied to an hourly rate or completion of specific tasks (i.e., deliverables). Approved expenses associated with the consultancy shall be defined in the contract and included as a portion of the overall contract maximum.

d. Special Initiatives

The DCMHB may identify a need to provide funding for a special need or initiative either during or outside of its normal funding cycle. In such cases, the DCMHB may seek out an eligible individual or organization to assist in meeting the need. Any appropriate contract mechanism, such as those outlined here, may be used.

e. Fiscal Agent and Pass Through

1. The DCMHB may award funds acting as a fiscal agent for a particular individual or organization. Awarding of these funds follows the particular instructions and guidelines of the individual or organization. Federal or state funds are occasionally awarded to planning groups or coalitions of organizations. These groups need an administrative agent to manage the funding, to contract with providers, to coordinate activities, to meet reporting requirements, and to monitor services implementation. The DCMHB may serve as this administrative or fiscal agent. The DCMHB will consider each request to serve as a fiscal agent and, if approved, develop an appropriate contractual agreement. The DCMHB will follow the contractual obligations and rules and regulations related to the original funding source, and will execute appropriate subcontracts with providers of service.
2. The DCMHB may at times be approached to administratively manage or may seek, and receive private, state, or federal funds to provide programs or services. The DCMHB will follow the contractual obligations, rules, and regulations of the funding source throughout the administration of these funds.

(2) Advertising, Application Requirements, and Decision-making

- a. Public notification will be given 30 days in advance of the annual application period.
- b. Applications must be filed by the advertised deadline for the fiscal year beginning December 1. Applicants must submit in writing the following information:
 1. Most recent audit (one copy requested)
 2. Current fiscal year budget/financial report
 3. Data on number of clients served in agency's most recently completed fiscal year for each 708 funded/supported program
 4. Financial data on use of 708 funds for each funded/supported program
 5. Narrative and budget outlining plans for new fiscal year funding including:
 - Agency name, contact person, and contact information
 - Concise statement and description of the agency's mission and purpose
 - Geographic area served by the agency

- Type(s) of programs/services to be funded with 708 dollars: Mental Health, Developmental Disabilities, and/or Substance Abuse
- Total amount of funding requested
- Description of the need for funding, target population(s), and number of people needing services (new applicants only)
- Target number of direct service hours and unduplicated clients for each program to be funded with (or supported by) 708 dollars
- Brief description of how the agency intends to use the requested funding (for applicants using 708 dollars to fund programs, the description **for each program** should include activities/services to be provided, desired client outcomes, indicators of success, plans for evaluating the program's effectiveness, and a budget)
- Complete listing of agency's board of directors (if applicable)
- Complete listing of all executive staff members of the agency
- A copy of the agency's IRS, 501(c)(3) not-for-profit designation letter (if not previously supplied)

c. All decisions regarding allocation or contracts with the DCMHB are made in open meetings. Each application shall be matched against funding priorities and criteria developed by the DCMHB. The DCMHB shall discuss and review the applications for funding and develop a spending plan.

(3) New Applications

The DCMHB will advertise in advance of the submission timelines to encourage innovative program opportunities. All new applications should pertain to a mental health, developmental disability or substance abuse treatment program or service. Organizations whose primary mission is a social service or human service other than the programs referenced above must explain the component of their program that is consistent with the DCMHB mission. If approved, funding for such application must be limited to this specific program component.

D. POST-AWARD PROCESSES

(1) Awards

Agencies awarded DCMHB funds shall receive a letter of notification indicating the amounts of funds awarded, the effective date of the award and the services to be delivered with such funds. Additional provisions and stipulations also will be included in the award letter.

(2) Contracts

The agency and the DCMHB shall sign a contract in accordance with the approved spending plan. Completion of the contract requires the signatures of authorized representatives of the DCMHB and the provider.

(3) Agency Reporting and Monitoring

a. At the DCMHB's request, agencies and programs shall submit quarterly financial and service (e.g., numbers of clients served, summary of client outcomes) reports.

- b. Any change in the corporate structure of an agency must be reported within 30 days of the change.
- c. Any change in the funded program or agency's accreditation status must be reported within 30 days of the change.
- d. DCMHB may conduct site visits twice a year to verify financial information, review program compliance with contractual agreement, and review evaluation plans and results.
- e. At the DCMHB's request, agencies will meet with the DCMHB twice a year, once following application for funding, and once during the funding year to verify financial information, review program compliance with contractual agreement, and review evaluation plans and results.
- f. Provider shall make available copies of site, monitoring compliance, licensure/certification, evaluation and audit visits performed by any funding authority for annual inspection at the request of the DCMHB.
- g. Failure to comply with terms of the contract and/or funding guidelines will result in suspension of funding. If funds are suspended, the executive director and board chairman of the agency shall be notified by certified mail of the decision. Failure to comply with the terms of the contract and/or funding criteria within 90 days of a suspension will result in the termination of funding.

DeWitt County 708 Community Mental Health Fund FY17 Application

AGENCY INFORMATION:

Children's Advocacy Centers Serving McLean, Dewitt and Livingston Counties

Program: Children's Advocacy Center, a McLean County Governmental Department

Primary Office Location: Bloomington, IL (McLean County)

200 West Front Street, Suite 500-B

Bloomington, IL 61701

Satellite Office Locations for Dewitt County:

100 South Center Street, Suite 202

Clinton, IL 61727

Additional CAC Satellite Office located in Livingston County

Agency Phone: (309) 888-5656 Agency Fax: (309) 888-4969

Contact Persons:

Judith L. Brucker, Executive Director

Mary P. Whitaker, Associate Director of CAC Operations

Ellen Jo Sipes, Multi-County Forensic Interviewer

Cara Vock, Multi-County Family & Child Advocate

Hours of Operation:

Regular Business Hours: Monday through Friday- 8:00 a.m. to 4:30 p.m.

Emergency Hours: 24 hours/day, 7 days per week

McLean County Government ID FEIN No. 37-6001569

Children's Advocacy Center

Mission and Purpose:

The mission and purpose of the Children's Advocacy Center is to support the rights of children in cases of abuse and neglect.

Values Statement:

- *We believe that every child has the right to grow up free from abuse.*
- *We believe that any child who is abused has the right to legal advocacy.*
- *We believe that fulfilling our mission serves the greater good of the entire community.*

The McLean County Children's Advocacy Center was established according to the provisions of the Children's Advocacy Center Act of 1989 (55 ILCS 80/1). The center in DeWitt County was subsequently established in 1999, as a satellite office of the McLean County center, to serve children and families within DeWitt County. This satellite center is currently located in the Dorothy D. Warner Building at 100 S. Center Street, Suite 202, in Clinton, Illinois.

The Children's Advocacy Center is the only agency mandated by statute to provide and coordinate a multidisciplinary team response to child sexual abuse and/or serious physical abuse investigations. Currently, all but 8 of the 102 counties in Illinois provide this legislated response. Each advocacy center operates independently and provides services unique to its community's needs. Advocacy Centers are subject to the state umbrella chapter, Children's Advocacy Centers of Illinois (CACI) and the national umbrella, the National Children's Alliance (NCA). Our center is nationally accredited and remains in good standing both with the state and national offices; best practice standards are utilized at each of our centers.

This agency does have an affiliated not for profit 501c3 associated with it, known as the Child Protection Network (CPN). The Children's Advocacy Center Act permitted such an affiliation to assist in providing funding resources to the center should funding dollars from state, federal and private grants, private donations, and court fee legislation be unable to cover all operating expenses. The Child Protection Network is **not** involved in agency operations and serves solely as a fundraising board to assist financially when necessary. Through the years, the Child Protection Network has provided significant funding assistance to support the services offered to DeWitt County children.

The purpose of the advocacy center is to provide a neutral, child friendly environment for children to come to when there has been an allegation that they may have been sexually and/or seriously physically abused, a witness to a major crime, or a victim of human trafficking. It is the core responsibility of the advocacy center to coordinate the multidisciplinary team members (MDT) and to provide both trained forensic interviewers and child and family advocates. The DeWitt MDT currently includes representation from the DeWitt County State's Attorney's Office, Illinois Department of Children and Family Services, local law enforcement agencies, and our staff forensic interviewer and family/child advocate. Therapists and medical providers are also considered team members, if they are

consulting on a specific case. If this proposal is granted, the identified contract therapist will continue to participate as an MDT member.

An agreed upon, written protocol guides the way in which MDT members operate and how children are treated in the course of the investigation and prosecution. Each professional discipline that serves on the MDT is to be present for the child victim interview if at all possible, in order to minimize the number of times a child is interviewed and to mitigate further trauma the child victim might experience while maximizing the quality and consistency of information gathered. Interviews are digitally recorded for accuracy utilizing a state-of-the-art iRecord system, specifically designed for use by CACs and investigative agencies. This 708 Board assisting in providing some of the initial funding required for the acquisition of the original equipment. If an MDT member is unable to attend the live interview, they are provided access to review the digital recording. Child interviews that occur at the center are conducted only by trained forensic interviewers, utilizing judicially sound procedures and best practice standards and pursuant to an agreed upon, written protocol signed by all multidisciplinary team members.

Following the child victim's forensic interview, the MDT staffs each case to determine how best to proceed with the investigation. The Dewitt MDT conducts monthly Case Review sessions to review each open case, with each discipline providing their case specific update.

The staff serving the Dewitt satellite center provides direct services to child victims and their non-offending caregivers and family members including, but not limited to: victim-sensitive forensic interviewing, legal and medical advocacy, crisis intervention/therapeutic services, transportation assistance, assistance with civil no contact/orders of protection, referrals for community support and mental health services, and education and access to victims' rights information/compensation and case coordination. This proposal, if funded, would allow the center to continue to provide *onsite* crisis intervention/therapeutic services, assistance with rental space and the annual warranty required for the iRecord forensic recording system. These services are provided to the child victim and non-offending caretaker throughout the life of the case or until the family no longer deems services to be necessary.

Geographic Area Served:

The Children's Advocacy Center serving Dewitt County serves children, 17 years of age and younger, when there has been an allegation of sexual abuse and/or serious physical abuse **AND** who reside in DeWitt County **OR** in cases where the alleged abuse/crime occurred while in the jurisdiction. Children who witness serious/violent crimes may also be interviewed at the center, as well as minors at risk of abuse, neglect and/or human trafficking, and developmentally delayed adults. Courtesy interviews are provided for other jurisdictions, at the request of law enforcement or child protective services.

Program Type: Mental Health / Victim Advocacy

Funding Amount Requested: \$7,600

This FY17 funding request for \$7,600 would be expended as follows:

- \$2700 *Crisis intervention / therapy services onsite in Clinton as needed*
- \$2700 *Applied to rent for satellite CAC located in Clinton
(Rent per month is \$450; this request is for half of the annual rent fee)*
- \$2200 *Annual maintenance contract for the IRecord Forensic
Recording Equipment*

Description of how 708 funds will be used:

A. Contractual Therapy Services: The center would utilize the allocated 708 Board funds to continue the contractual arrangement with the McLean County Children's Advocacy Center's therapist, Sharon Klingman, on an as needed basis. Ms. Klingman's area of expertise is childhood sexual trauma; she possesses more than 22 years of experience in this field. Ms. Klingman agreed to pilot this program utilizing the FY14 funds that were available. Due to the success of the pilot program, the center applied for and received funds to continue these onsite therapy services in both FY15 and FY16. The center wishes to continue to contract with Ms. Klingman in FY17, at the rate of pay appropriately designated for someone of her caliber and expertise (\$75 per hour) and provide the services as needed. These crisis intervention/therapy services to children and families will occur *onsite and free of charge* at the center located in Clinton, Illinois, if that is preferable to the client. In the event Ms. Klingman was to become unavailable to provide these services, a qualified therapist would be hired at a rate commensurate to his/her qualifications and experience. Although such an event is unforeseen, the 708 Mental Health Board would be notified of any such change.

This contract therapy position would offer approximately three (3) hours of direct counseling services to child victims and non-offending family members per month. These counseling services would allow those clients with limited or no transportation means access to a qualified crisis interventionist/therapist who specializes in assisting children and families who have alleged/experienced sexual and/or severe physical abuse incidents, *onsite, at no cost within their own community, if that is the client's preference. Should the client prefer to travel to the Bloomington site, the therapist will also meet with the client at the center located there.*

The contractual therapeutic services are estimated to cost \$75 per hour for three (3) counseling sessions offered each month (total of 36 sessions over a 12 month period), for a total of \$2700. This counseling rate of pay is based on contractual services being provided by Ms. Klingman, a qualified, trained, and **experienced** therapist in the specific field of child abuse trauma.

While the agency's McLean County center has *onsite* counseling services available, the lack of available or affordable public transportation options from DeWitt County to McLean County (and back) prohibits most clients from receiving the vital therapy services needed. The center is not aware of any providers within DeWitt County who currently specialize in child sexual and/or severe physical abuse victimization issues. It is essential that a treatment provider have training and experience in the field of child sexual abuse and serious physical abuse in order to aid in the recovery process of the clients seen at the advocacy center. Utilizing the 2014, 2015 and six months of the FY16 grant funds, Ms. Klingman has assisted in the recovery and healing process of 32 child victims and family members, thus filling a significant gap in the Dewitt County community.

Clients seen at the center have expressed their frustration with the lack of service availability within the rural DeWitt County area and have taken advantage of the counseling services when offered *onsite* at the advocacy center in Dewitt County, as evidenced by the last years' of work with these clients.

FY16 Funding History and Status:

FY 16 amount awarded:	\$7500.00
Amount expended through May 31, 2016	\$2025.00*

*Given the decrease in clients coming through the center during this granting period and the reduced number of clients needing onsite counseling, as of Spring 2016, the contract therapist and advocate changed their system for scheduling and it currently is done on an "as needed basis", rather than the therapist blocking time away from her professional schedule, thus requiring payment whether clients are utilizing the service or not. It is unlikely that all FY16 funding dollars awarded will be utilized, given this.

In FY 16, funds were awarded to allow for a psychiatric referral if deemed necessary. As of June of 2016, those funds have not been needed and no clients currently being seen appear to be in need of them; therefore, we will not continue that request. At any point, however, should the need arise, the therapist and advocate will work to assist the client in necessary referral and access.

FY Funding History:

FY 15 amount awarded:	\$8450.00
Amount Expended Dec. 1, 2014 to Nov. 30, 15	\$3972.00

B. Rent: Currently, the property utilized as the center in Dewitt County leases at \$450.00 per month; annual rent of \$5400, plus utilities averaging \$100 per month. This funding request is for assistance to cover at a **minimum one-half of the annual rental fee.**

C. IRecord: In 2012, the 708 Board assisted us in the acquisition of the IRecord forensic recording system which provides state of the art visual/audio recording of the forensic interviews. To date, the Child Protection Network has paid for the annual warranty fee to cover parts and maintenance. This funding request includes an ask for up to \$2200 for the warranty fee that is actually due in November 2016.

We continue to be mindful of funding constraints with all of our grantors and providers and therefore are always frugal in our expenditures, utilizing only funds as necessary.

Statement of State of Illinois' Budget on Programs and Services:

The Children's Advocacy Center has continued to provide quality forensic interviewing and advocacy services to the children and families of the McLean, Livingston and DeWitt County communities, in spite of the fact that the agency has failed to receive any increase in grant awards over the last six years. To date, the affiliated not for profit, the Child Protection Network, has been able to assist in filling funding gaps but we have assured them that this agency continues to look for additional funding resources in order to diversify our reliance on each resource.

The lack of new grant opportunities from state and other funding sources has made it extremely difficult to secure a specific funding stream to provide new services to children and families. The upcoming expected closure of Human Resource Center (HRC) may impact the needs of any clients that are seen in the future at our center.

Children's Advocacy Center Serving Dewitt County - Statistical Data:

Number of clients being served including child victims, at risk siblings, children interviewed for risk of harm/neglect and non-offending caregivers:

Year 2013:	83 individuals served (429.50 hours of service)
Year 2014:	100 individuals served (372.75 hours of service)
Year 2015:	64 individuals served (198.75 hours of service)
Year 2016:	33 individuals served as of May 31, 2016 (118.5 hours of service)

Program Goals:

- Reduce trauma to child victims and non-offending family members
- Provide trained forensic interviewing of child victims and case coordination services for MDT members
- Offer service coordination to meet needs of the child victim and their non-offending family members
- Work collaboratively with members of the multidisciplinary team to better effectuate a positive case outcome
- Provide victim and non-offending caretaker education regarding the investigation, prosecution and court proceedings
- Provide education on victim's rights in Illinois and access to the Illinois Victim's Compensation Fund
- Provide assistance in accessing services such as medical exams, orders of protection, housing, financial services, domestic violence services, community referrals and any other services deemed necessary or requested by the family
- Provide mental health and *onsite* crisis intervention/therapy services, as well as facilitate psychiatric referrals, as deemed necessary

Desired Outcomes:

A child who is seen at the CAC is assured to receive professional and caring services from the time he or she enters our facility until the case is closed. The trauma of sexual and/or physical abuse, often times, has a devastating impact on a child and their family members. The ability to provide counseling services at the CAC, a familiar place where the child was seen at the onset of their disclosure process, will provide continuity as well as a therapeutic setting for the child and their non-offending family members. Consistent advocacy allows both the child victim and family to heal and move forward with the goal of returning some normalcy to their lives.

Children and their families need to heal from the trauma of sexual victimization. It is the agency's hope that by providing *onsite* crisis intervention/therapy services to these children and families that the recovery process will hasten and the long term effects of untreated victimization will dissipate. A seamless transition between therapy and readiness to testify at trial may also increase the rate of successful prosecution, thereby leaving the community free of abusers.

Non-offending family members receiving crisis intervention/therapy services may also have a better opportunity for recovery from the trauma and become better equipped to handle the stresses associated with their own feelings. Certainly one goal is to ensure that the adults in these children's lives come to better understand their child's behaviors and physical responses to the trauma they have experienced. Most importantly, services offered to non-offending family members may better enable them to assist in the child victim's recovery and future safety.

If it was deemed appropriate and a psychiatric referral is made by the contract therapist, and the child victim has been assessed and is responding well to medication, he or she can be referred back to their primary care doctor for ongoing follow up at a significantly lower cost than maintaining this through the psychiatrist. Efforts would be made by the CAC to help the family continue to access the lowest cost of care that is effective for the child victim. This specialized referral would allow the child victim and their families to heal and continue their journey as survivors.

Indicators of Success:

The process of advocating for a child victim of sexual and/or serious physical abuse may span up to two years. Measuring a child's progress, as a result of the services offered through the advocacy center, requires careful and considerate involvement from the beginning of the victimization disclosure to the time that the case is closed. The MDT works together to provide services that are beneficial to child victims, non-offending family members and the community at large. A child heals from the devastation of sexual and/or physical abuse in their own time and, for some, that process may be a life-long journey. The goal of providing *onsite* crisis intervention/therapy services to child victims is to promote a more successful case outcome, in a reduced timeframe, with minimal trauma to the child and non-offending family members involved.

The crisis intervention/therapy service provider will also work in coordination with the Family/Child Advocate to promote the child and family members' emotional preparedness for court proceedings. This may result in a more invested attitude towards the overall investigation and prosecution of their case. Child victims and non-offending family members engaging in crisis intervention/therapy services may also have a more positive outlook on the ways in which their case was handled from beginning to case closure.

Plans for Evaluating the Programs Effectiveness:

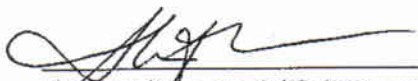
In order to ensure that the agency is providing the best possible services to our clients, the CAC staff utilize the Outcome Measurement System (OMS) that is recommended by the National Children's Alliance and Children's Advocacy Centers of Illinois. OMS is a survey system that is research based. Families are asked to complete a survey at the end of their first visit to the Children's Advocacy Center, a follow up survey as the case progresses, and one at case closure. Multidisciplinary team members are also asked to complete a survey bi-annually. In order to evaluate the effectiveness of this program, Ms. Klingman will provide surveys to parents of the children that she counsels. Participation by clients is voluntary.

AGREEMENT
Between Sharon Klingman and McLean County

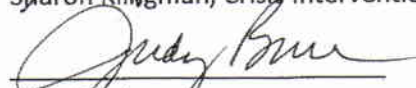
This Agreement is in effect from December 1, 2016 through November 30, 2017, between the McLean County Children's Advocacy Center and Sharon Klingman specifically for therapy and crisis intervention services begin provided to children and families seen at the satellite center located in Dewitt County and pursuant to the contract for said services with the Dewitt County Community Mental Health Board (attached). The children and families seen at the satellite center are receiving services because there has been a disclosure of sexual and/or physical abuse, are witnesses to a major crime or are the subject of a human trafficking investigation. The job description reflecting duties and responsibilities of this position is attached to this Agreement and made a part hereof (identified as Attachment A).

It is agreed that Sharon Klingman will be compensated at a rate of \$75.00 per hour and will turn in all receipts of hours to the Executive Director for reimbursement. The 708 Mental Health Board Grant specifically defines the counseling line item to be paid amount up to the amount of \$2700 for this service. Once the service is provided, reimbursement may be requested.

A 30 day notice will be expected by both parties should this Agreement be made null and void.


Sharon Klingman, Crisis Interventionist

12-1-16
Date


Judy Brucker
Executive Director, CAC/CASA

12-1-16
Date

John D. McIntyre
McLean County Board Chairman

Date

ATTEST:

Kathy Michael
Clerk of the County Board of McLean County

Attachment A

CRISIS INTERVENTION / THERAPIST JOB DESCRIPTION

Qualifications: Possess a minimum of a Master's Degree in Psychology or related field
Possess state licensure at the L.C.P.C level
Minimum of 2 years of experience working with child victims of sexual abuse
Minimum of 60 hours of continuing education relating to sexual abuse recovery
Certification in trauma focused cognitive behavioral therapy

Job Purpose: Provide early intervention mental health counseling to children identified as victims of child sexual or serious physical abuse in order to minimize trauma resulting from the disclosure of that abuse.

Key Responsibilities:

- Provide 13 sessions per week of short term crisis intervention based counseling services including assessment, referral and ongoing support to child victims of abuse and their non-offending caregivers or siblings
- Participate as a full member of the multidisciplinary team, including attending weekly Case Review sessions (1 hour per week)
- Attend agency staff meeting (1 hour per week)
- Observe interviews that take place during regular work hours when no clients are scheduled
- Observe recorded child interviews prior to providing therapeutic intervention (if not present for the original interview)
- Attend trials where past and present clients are testifying to provide emotional support, as appropriate
- Provide professional testimony on behalf of clients when court ordered or requested by prosecution
- Provide written documentation regarding client's participation in treatment when court ordered or requested to do so
- Maintain records of client attendance at sessions and other corroborative information received in course of counseling
- Communicate with outside agencies on behalf of victim for continuity of care or referral purposes
- Participate in/receive clinical supervision from appropriate colleague (minimum of 1 hour per month)
- Gather and submit required data for grant completion and contract renewal
- Attend at least the minimum continuing education trainings to maintain licensure requirements
- Work collaboratively with MDT members, including the Family Child Advocate
- Maintain a current database of available mental health clinicians and providers for child victims and family members (with assistance of Family Child Advocate)
- Maintain an electronic calendar for client appointments and agency related events, accessible to other staff members
- Work on the project to allow for psychiatric referrals as funding streams become available
- Work on the project to provide counseling in the satellite communities as funding streams become available
- Carry liability insurance

Ancillary Responsibilities:

- Provide continuing education to the community on child abuse awareness/educational issues, either individually or as a member of the multidisciplinary team
- Provide training for CASA volunteers as available allows
- Act as resource when needed on cases

This position reports directly to the Executive Director of the Children's Advocacy Center and space is provided at the center for the therapist to meet with clients referred to the CAC and through the MDT.

(Revised Dec 2015)

Civil Division of the McLean County State's Attorney's Office



Government Center, Room 401
115 E. Washington Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 – 5110
FAX number: (309) 888 – 5111
E-mail: don.knapp@mcleancountyil.gov

February 1, 2017

To: George Gordon, Justice Committee Chair and Members of the Justice Committee

Fr: Don Knapp

Re: Contract with HOV Services

Attached please find for your consideration a contract for services between the County and HOV Services. By statute, the Circuit Clerk's Office is still required to keep certain records on microfiche. HOV provides a service in which they obtain our old records, transfer those records onto microfiche, then destroy the old records in accordance with various record retention laws and practices.

Mr. Evernhart's office has used HOV Services many times without incident and this honorable Committee and Board have approved contracts in various forms with HOV in the past. Each contract, the last in 2012, entered into between HOV and the County contained a limitation of liability provision limiting the County's ability to recover damages from HOV. The limitation constrained the amount the County would be able to recover from HOV to the amount of payments the County made to HOV in a 6 month period.

While such provisions can be standard, they potentially increase the County's risk. Say, for example, the County obtained \$10,000 worth of HOV services in a 6 month period but HOV accidentally destroyed records which cost us \$20,000 to recreate. In such an event with the way in which our prior contracts were written, the County would be constrained to recovering only the \$10,000.

HOV is unwilling to eliminate the limitation of liability provision found within paragraph 5 of their contract (found on page 11). They have agreed to increase the amount of recoverable to an amount equal to whatever the County has paid HOV during a 24 month period.

I bring this to the Committee's attention so that, should you choose to recommend entering into the contract, you do so knowing of the County's potential exposure.

Please know that by drawing the Committee's attention to this language it is not my intent to make any comment whatsoever on the quality of services provided by HOV. My research has revealed that in more than 15 years working with more than 50 Circuit Clerk's offices throughout the State, they have never been involved in any litigation with one of their clients that I could find. That history suggests to me that the probability that the County would find itself in a situation where damage to our documents exceed the amount we could recover from HOV remains low. Nevertheless, since there is a possibility of that happening given the language in this contract, Mr. Everhart and I thought it prudent to bring that to your attention.



HOV Services, Inc
12 MONTH SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between HOV Services, Inc., a SourceHOV, LLC, company ("HOVS") a Delaware Corporation and the County of McLean through the McLean County Circuit Clerk's Office ("CUSTOMER"). This Agreement shall be effective on March 1, 2017 (the "Effective Date") and end 12 MONTHS from March 1, 2018.

HOVS agrees to supply to CUSTOMER Specialized Case File Document Imaging Services, and CUSTOMER agrees to purchase from HOVS the CUSTOMER'S entire Imaging requirements and other services as may be outlined herein.

The PARTIES agree to be bound by the following Exhibits to this Agreement which are attached hereto and incorporated herein by reference:

- A. STATEMENT OF WORK, attached hereto as Exhibit A (the "SOW") and which fully and completely describes the services (the "Services") to be provided by HOVS to CUSTOMER.
- B. ASSUMPTIONS, attached hereto as Exhibit B (the "Assumptions") which form the basis for the SOW and Pricing Schedule.
- C. PRICING SCHEDULE, attached hereto as Exhibit C (the "Pricing Schedule") for the Services to be provided to CUSTOMER.
- D. STANDARD TERMS AND CONDITIONS, attached hereto as Exhibit D and which describe in detail all responsibilities, obligations, liabilities and warranties of each party hereto.

The Services to be provided to CUSTOMER under this Agreement are: Repetitive

AGREED AND ACCEPTED:

Customer: County of McLean
through the McLean County Circuit Clerk's Office

Address: McLean County Courthouse
Law and Justice Center
4th Floor, Room 404
Bloomington IL 61701

HOV Services Inc.
2701 E. Grauwyler Road
IRVING, TX 75061

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Customer Initials _____

Signatures continue below.
McLean County Board Chairman

By: _____

Title: _____

Date: _____

Customer Initials _____

EXHIBIT A

STATEMENT OF WORK

This agreement describes the Services to be provided by HOVS to CUSTOMER.

- 1.0 Conversion/Capture Task Definition:** Court Case Files Document Scanning and Archive Microfilm Output
- 2.0 Conversion/Capture Location and Transportation:** Services will be conducted at HOV Services Rantoul Illinois Office. Court case files will be picked up from Customer site with a total of approximately 100 boxes per pick up
- 3.0 Preproduction Activities and Responsibilities**

A. Document Description: Flat folder style Court Case Files that are in Case Type, Case Year and Case number order.

B. Document Preparation:

- | | |
|---------------------------|--|
| Docket Sheet Handling: | <input type="checkbox"/> Insert docket sheet missing target if not found |
| | <input checked="" type="checkbox"/> No target needed if docket sheet is not found |
| Sealed Envelope Handling: | <input type="checkbox"/> Scan sealed envelope contents, place on "Sealed" DVD and roll |
| | <input checked="" type="checkbox"/> Pull and return to Customer, insert sealed envelope removed target |
| | <input type="checkbox"/> Pull and return to Customer, no target needed |
| Exhibit Handling: | <input type="checkbox"/> Pull and return to Customer, insert exhibit removed target |
| | <input checked="" type="checkbox"/> Pull and return to Customer, no target needed |
| Judges Notes Handling: | <input type="checkbox"/> Scan judges notes, place on "Sealed" DVD and roll |
| | <input type="checkbox"/> Pull and return to Customer, insert judges notes removed target |
| | <input checked="" type="checkbox"/> Pull and return to Customer, no target needed |

Customer Initials _____

Poor Quality Documents: HOVS uses scan settings that provide the best possible overall quality. There may be some documents scanned with very light print or very dark paper. The final image may be missing some information due to the quality of the documents provided. When trying to make all images darker to help a few lighter documents, you lose the quality of darker documents and vice versa. We are unable to individually enhance each image, dark or light, in a production setting due to the added expense.

16. Poor Quality Document Handling:
- ☐ No special handling needed, scan under normal settings
- ☒ Stamp poor quality documents with a poor quality stamp

DOCUMENTS OVER 9 INCHES WIDE: Documents wider than 9 ½ inches cannot be cut to microfilm at 40x duplex. Documents wider than 12 inches cannot be scanned without being cut. HOVS will take every precaution to cut documents in a way so that your document is still readable (horizontally or if room on right or left margin vertically) If you wish us not to cut oversize documents, we can pull them and ship them back to you. (if so indicate below)

17. Oversize Documents:
- ☐ Cut Oversize Documents and Scan (i.e. drawings, plans)
- ☒ Do Not Cut Oversize Documents, Pull and Return to Customer

Prior to scanning, HOVS will produce patches containing the case number barcode. This patch will be inserted in front of each new case. The patch image will be kept and will become the first image in the case. If a case number is missing, the patch will be marked accordingly and scanned.

Sample of patch sheet below:

C. Data Fields to Capture: *Covered in exhibit B Assumptions*

Customer Initials _____

EXHIBIT B
ASSUMPTIONS

The following are the Assumptions which form the basis for the SOW and Pricing Schedule. HOVS reserves the right to increase the Fees set forth in the Pricing Schedule if the Assumptions are materially different than the actual operating circumstances.

- 1.0 Case files are in case folders and properly boxed in case number order.**
- 2.0 Boxes are in good condition and clearly labeled with case type and case number.**

Prior to scanning, HOVS will produce patches containing the case number barcode. This patch will be inserted in front of each new case. The patch image will be kept and will become the first image in the case.

SPECIAL NOTE: DO NOT INCLUDE ANY MISSING CASE TARGETS FOR CASES MISSING

FOR CASES SENT MCLEAN COUNTY WILL EMAIL AN EXCEL SHEET WITH MISSING CASE NUMBERS FOR THE CASES AND A COMPLETE LISTING OF ALL CASES TO BE SENT. NOTE; IF THE LIST SAYS KEPT, THAT MEANS THE CLERKS OFFICE KEPT THE FILE AND DID NOT SEND IT.

Special Case Verify Program:

For Case File groups with minimal missing cases HOV Services has developed a special audit process in order to ensure all missing case files are checked and matched against a list you can provide when sending in your case files. We would need to have this list provided in an excel file or printed list with a list of all case files. With this list we will run our case audit program verifying each missing cases. If we discover a case is missing that is not on the list we will contact you immediately in order to report this discrepancy. Any list of files partial or miscellaneous case files can be audited as well if they are sent in a excel file format we can run our program against to check.

- ☒ YES (I will be sending a list)
 - ☐ I will include a list when they pick up my boxes
 - ☒ I will email my list to Kevin Bormet at: Kevin.Bormet@sourcehov.com

SPECIAL NOTE: (ONLY IF NEEDED) MCLEAN COUNTY WILL SEND A LIST OF CASE FILES SENT. Cases will span a box or more. Please include volume numbers and if volume spans over 999 images break if needed in sub volumes.

Sample of patch sheet below:

Customer Initials _____

The diagram shows a file folder with the following elements from top to bottom:

- A series of five horizontal bars.
- A barcode consisting of ten vertical bars of varying heights.
- The text "CORRECTION" in a small font.
- Another barcode consisting of ten vertical bars of varying heights.
- The text "00012810" in a small font.
- The alphanumeric string "1991DT004828" in a larger font.
- A small circle followed by the text "Case Missing".

3.0 Index Description: HOVS will index each case file with the following fields with either pre printed bar codes (if files are not missing many case files between each case) or single hand key case number (if many files are missing with a case set)

Field #	Field Name/Title	Field Length	Field Type	Capture Method
1	Year	4	Numeric	Barcode or Hand Key
2	Case Type	2	Alpha	Barcode or Hand Key
3	Case Number	6	Numeric	Barcode or Hand Key

SAMPLE File Structure (Sample Only)

```

CF
  1997
    1997CF000001
    1997CF000002
    1997CF000003
  1998
    1998CF000001
    1998CF000002
    1998CF000003
CF (Impounded or Sealed)
  1997
    1997CF000043
    1997CF000143
    1997CF000634
  1998
    1998CF000092
    1998CF000343
    1998CF000822
  
```

Customer Initials _____

Special Microfilm Index Book Report: This excel file list will be included on your DVD in Case Type, Year and Case number and roll and frame number which can be printed and placed in your microfilm index book. This will save you time of handwriting out your microfilm index. This file can also be put into an IDX format if you have the IT resource to automatically upload this index file into your case file management system. Just let us know which file format you would like.

LIST CONTENTS: Case Number, Roll and Frame number

- ☒ YES (send index list) Note: (Already sent)
- ☐ NO (I do not need a list)
 - ☒ EXCEL FORMAT (can be printed out for your microfilm index book)
 - ☐ IDX FILE FORMAT (used to upload into data system)

4.0 Conversion/Capture Quantities: 100 boxes of case files or more per shipment.

5.0 Conversion/Capture Schedule:

- Customer will notify HOVS when documents are ready to be picked up
- Once the pick up date is mutually agreed upon files will be picked up
- HOVS will not begin production until a test is performed and sign off from customer that images from the test are acceptable
- Once sign off complete production will begin

6.0 Scanning Requirements:

- All case files will be scanned at a 200dpi in a multi page generic PDF format.

7.0 Output Specifications:

- 200 dpi a multi page PDF (entire case) in groups no larger than 999 images per PDF
 - o If over 999 images case will be separated into case volumes

8.0 Image Pick up Delivery Requirements:

- No charge pick up will consist of 100 or more boxes per pick up
- Upon completion HOVS will UPS back secure DVD's along with an original roll of archive microfilm and one brown-toned silver duplicate.

Customer Initials _____

9.0 Destruction/Return Schedule for Documents:

- After completion files will be held for destruction
 - After completion a destruction notice will be delivered to customer
 - No file will be destroyed until a signed destruction notice is received
 - Once HOVS receives the signed destruction notice files will be professionally destroyed

Customer Initials _____

EXHIBIT C

PRICING SCHEDULE

HOVS PRICE QUOTATION FOR:

CASE FILES TBD

**Estimated Total 12 month project size is
\$50,000.00**

APPLICATION

1. Scanning	\$ 0.051	Per image (An image is one side of a page)
2. Document Preparation / Re-prep	\$ 25.00	Per hour
3. Targets / Patches / Barcodes	\$ 0.038	Per patch
4. Archive Film Output	\$ Included	Per image
5. Programming	\$	Per hour (If needed, not charged for initial setup)
	\$ N/C picked up with the bar code sheet inserted in front of each case.	
6. Data Entry Indexing	For the Miscellaneous case files with missing cases in between we will need to key the case number: cost to key will be \$ 0.12 per case keyed	Per index (99.5% accuracy per keystroke)
7. Additional 100% QC images	\$	Per image (100% QC of each image)
8. Master DVD	\$ 35.00	Per CD / DVD
9. Duplicate DVD	\$ 25.00	Per CD / DVD
10. Silver Duplicate Microfilm	\$ Included	Per roll brown-toned and stored at county
11. Set-Up	\$ Included	One-time flat fee in most cases.
12. Courier Fees	\$ See below	Per pickup / delivery
13. Shredding Cost:	\$ Included	Per image
	\$	
	\$	
	\$	

Comments: Special Free Box and Box Pick-up for this 12 month agreement. (minimum of 100 boxes per pick up for free box and pick-up)

Under 100 box pick up: Cost per mile (round trip from Rantoul Illinois) is \$ 1.75 per mile if picking up 99 boxes or less.

Customer Initials _____

Additional Pricing Notes:

In the event Customer prepares its case files for scanning and additional prep work is needed, the cost of this additional prep work is \$ **25.00** per hour. Customer will be notified up front if additional case file preparation is needed. HOVS will provide case file preparation instructions for this process if needed.

Organization of boxes if not labeled clearly by Customer with application name and document ranges will be assessed at a rate of \$ **25.00** per hour.

Customer acknowledges that failure to pay such fees may result in termination of the Services and/or the exercise by HOVS of such other remedies as may be available to it. HOVS will deliver an invoice to Customer approximately monthly (or more frequently at HOVS's discretion) for Services and other charges incurred. Payment of such invoice(s) is due upon receipt. If Customer fails to pay all amounts due within forty-five (45) days of the invoice date, HOVS may, at its option and sole discretion and in addition to any other remedies it may have at law or in equity, assess a late fee, in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law on the delinquent amount. If Customer objects to any charges on an invoice, the undisputed charges contained in the invoice shall be approved by Customer for payment. Customer shall promptly notify HOVS of the disputed charges on the invoice, and HOVS and Customer will work together to expeditiously resolve the disputed charges. In addition to the charges payable hereunder, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by Customer hereunder.

Customer Initials _____

EXHIBIT D

TERMS AND CONDITIONS

The Services (defined on the attached Document Scanning Agreement) will be provided by HOV Services, Inc. ("HOVS") to Customer (as defined in the HOV Services Inc, Twelve Month Services Agreement and attachments A-C thereto) subject to the following Terms and Conditions (these Terms and Conditions, together with the HOV Services Inc, Twelve Month Services Agreement and attachments A-C thereto, are referred to herein as this "Agreement"):

1. Services. HOVS will provide to Customer the Services and Customer shall pay HOVS for such Services in accordance with this Agreement. Customer agrees to review HOVS's work product for errors, and agrees to notify HOVS promptly, and in any event within thirty (30) days after the affected work becomes available for review by Customer, if errors have occurred.

2. Confidentiality. (a) HOVS agrees to implement and maintain reasonable and appropriate security measures and safeguards designed to (i) protect the security and confidentiality of Customer data identified as confidential and provided to HOVS by Customer ("Customer's Confidential Data"), and (ii) prevent access to, use or disclosure of Customer's Confidential Data to persons other than those officers, employees and agents of HOVS to whom such access, use and disclosure is necessary or appropriate to the performance of HOVS's obligations and except as required by law or consented to in writing by Customer.

(b) Should HOVS ever be required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, HOVS will promptly notify Customer both orally and in writing, unless prohibited from doing so by applicable law. Customer shall have the option to (i) provide attorneys at Customer's expense to seek to avoid such disclosure or access or (ii) advance and reimburse HOVS for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such disclosure or access and not paid by the entity seeking the data. If notwithstanding Customer's efforts contemplated by the prior sentence, HOVS is nonetheless required by law or regulation to disclose or provide access to Customer's Confidential Data to a third party, HOVS will not be liable as a result of any such production, disclosure or action.

3. Rights in Data. HOVS does not convey nor does Customer obtain any rights in the programs, system data, materials, or storage or other media utilized or provided by HOVS in the ordinary course of business in the performance of this Agreement, except that the following shall be the property of Customer: all files, data, and other input materials provided by Customer and any output materials physically delivered to Customer that are developed solely for Customer and paid for by Customer in connection with the performance of the Services, whether or not confidential or proprietary.

4. Warranty Disclaimer. Neither HOVS nor any person acting on HOVS's behalf has made or makes any statement, affirmation, representation or warranty to Customer, express or implied, as to the nature, extent, quality, condition, accuracy, completeness, reliability or suitability of HOVS's Services. In the event of any material deficiencies in the Services, HOVS shall, at its option (a) redo the work affected by the error or omission, without further charge to Customer; or (b) refund to Customer the charges paid to HOVS for the work affected by the error or omission. HOVS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liability Company's total liability to Customer or any third party for any claims, losses or damages, whether under theories of contract, negligence or other tort, statutory duty or other theories (a) shall not exceed in the aggregate double the total charges to Customer hereunder for the twenty-four (24) months preceding the event for which damages are claimed and (b) in no case will Company be liable (i) for any incidental, special, indirect, consequential, punitive or

Customer Initials _____

exemplary damages of any kind or for any lost profits, lost opportunities, business interruption, or (ii) for any liability incurred by Customer to any third party.

6. Termination. These Terms and Conditions shall survive any termination of this Agreement. Until HOVS completes the Services, the Services may only be terminated as follows: (a) by Customer effective following the expiration of at least 30 calendar days' prior written notice to HOVS; or (b) by HOVS, (i) effective following the expiration of at least 30 calendar days' prior written notice to Customer, or (ii) if Customer is not then current in payment of fees, effective following the expiration of 10 calendar days' prior written notice to Customer. Termination of the Services shall not terminate, discharge, affect or impair the rights of HOVS or obligations of Customer under this Agreement as of the effective date of termination or as to any matter other than termination of Services. Customer shall pay all outstanding invoices prior to Customer's providing any notice of termination of Services to HOVS. HOVS will continue to provide the Services during the period after notice of termination and prior to the effective date of termination and Customer shall pay for all such Services.

7. Notice. Any notice required or permitted hereunder shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of HOVS or Customer, as applicable, at the address set forth in the Document Scanning Agreement for such party and for HOVS, to the attention of the General Counsel (or such other address subsequently provided for such notice) and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

8. Force Majeure. To the extent performance by HOVS of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law regulation or ordinance, war or war conditions, act of terrorists or by reason of any other matter beyond HOVS's reasonable control, then such performance shall be excused and this Agreement, at HOVS's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

9. Validity of Provisions, Severability. If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (b) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect. Section headings are for reference only and shall not impact the meaning of this Agreement.

10. Nonwaiver of Rights. No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.

11. Jurisdiction, Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles and the parties hereto (a) agree that any legal action or proceeding arising under this engagement letter shall be brought in the State Court in McLean County, Illinois, (b) irrevocably submit to the jurisdiction of such Court, (c) agree not to assert any claim or defense that they are not subject to the jurisdiction of such Court, that any such forum is not convenient or the venue thereof is improper, or that this Agreement or the subject matter hereof may not be enforced in such Court, (d) agree to accept service of process by certified or registered mail or by any other method authorized by law.

Customer Initials _____



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: Jennifer.ho@mcleancountyil.gov

115 East Washington St, Room 402B, P. O. Box 2400, Bloomington, IL 61702-2400

Memo

To: David Selzer, Chairman
Members, Finance Committee

CC Bill Wasson, County Administrator

From: Jen Ho, Risk Manager

Date: January 24, 2017

Subject: Proposed Insurance Program for PY 2017

The proposed insurance program for Policy Year (PY) 2017, totaling \$668,129 is presented for your approval. Program costs amount to an overall increase of 1.65% from PY 2016 costs. The renewal turned out to be more optimistic than expected when the budget was set in July 2016. Projected costs are budgeted based on insurance market trends, the County's claims experience and its underwriting exposures. As result of this "fortuity", the proposed program is \$66,107 under budget.

Arthur J. Gallagher Risk Management Services (**AJGRMS**), our broker, marketed the County's insurance coverages to competing carriers, as required by contract, and in fulfilling the County's fiduciary obligation to secure the most advantageous program for the County.

Based on the evaluation of proposed options, the renewal proposal for PY 2017 is as given below:

1). Property Insurance – Remaining with incumbent carrier, Traveller Insurance Company. Program was marketed to 2 other carriers who were not able to provide the desired coverages at a competitive price.

2). Excess Liability Insurance – Remaining with the incumbent carrier, Argonaut/Torus Insurance Company, with access to online training resources. Premiums remain flat, underwriting exposures has increased.

3). Cyber Liability Insurance – Remaining with the incumbent AIG cyber risk program. The advantage of the program is the assistance for remediation in the event of a loss.

4). Nursing Home Liability Insurance – Remaining with incumbent carrier, CNA, with an increase of 10.7%. Program was marketed to 3 other carriers, but the incumbent remains the most competitive.

5). Excess Workers Compensation Insurance – Remaining with incumbent carrier, Safety National Casualty Corp, taking advantage to secure rates for a second-year policy term. A competitive offer of \$ 1,000 less in premiums did not justify the move away from the incumbent carrier.

6). Theft and Bond Insurance – Program is in the last year of 3-year policy, with blanket fiduciary coverage for public officials, with coverage for loss due to hacking from third-parties.

7). Brokerage Services – AJGRMS is into its eighth year of engagement with the County. By contractual agreement, costs are increased by 2%, with the both parties reserving their rights to cancellation, with advance notice.

8). TPA Services - the County renewed a 3- year contract with Brentwood Services Administrators LLC in December 2015 Board cycle. This will be the start of the seventh year of service.

I will be available at our regular meeting for questions. Meanwhile, please contact me, if you should have questions prior to our meeting. Thank you.

Risk Management Program PY 2017

A. Coverages	DESCRIPTION	Budget FY 2017	Proposed PY 2017	Actual PY 2016	Change (16-15) %
1. Property/Inland Marine/Boiler& Mach Travellers Insurance Company	Limits: \$ 215.3 Mil. (Bikt);Ded-\$ 10,000 Flood/Quake - \$25 M; Ded - \$ 50,000	\$ 182,111	\$ 173,300	\$ 173,261	0.02%
3. Excess Liability : Argonaut (Torus) Insurance Co	Limits: \$15 million excess of SIR Occurrence Form + TRIA coverage	247,243	207,191	206,061	0.55%
4. Cyber Insurance AIG Insurance Company	Limits: \$ 2 Mil Occ/Agg. Ded: \$ 25,000	21,307	20,292	20,292	0.000%
5. Nursing Home Liability Insurance * C.N.A Healthpro	Limits: \$ 1 M/\$3 agg; \$ 2M excess = > \$ 3 million per occ	145,964	153,729	138,895	10.7%
6 Excess Workers Comp. Ins ** Safety National Casualty Corp.	Limits: Statutory ;SIR: \$ 750,000 EL Limits: \$ 1 Million;	93,471	69,998	79,988	-12.5%
7. Theft/Bond Insurance:*** Hanover Insurance Company	Limits:\$ 1,000,000; Ded: \$ 10,000	500	-	432	0%
B. Brokerage Fees****	Arthur J. Gallagher Risk Management Services Inc. (AJG)	26,000	25,979	25,470	2%
C. Claims Administration***** 1). Brentwood Services Inc Champaign, IL	Administration of Workers' Compensation claims.	17,640	17,640	12,875	0.00%
Total:		\$ 734,236	\$ 668,129	\$ 657,274	1.65%

Budget - Proposed

\$ 66,107

Notes:

* Included Coverage for Network Securty for Medical Records

** Change in retention from \$ 750,000 to \$ 800,000; with 2 year program

*** Fiduciary- 3rd Year of 3-yr; includes Faithful Performance for bonded public officials. Adding Social engineering coverage.

**** Brokerage fees are agreed 2% increase; AJG in 7th year of contract.

***** TPA - Renewed contract in Dec 2015; Base fees unchanged.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

TO: Honorable Chairman and Members, Finance Committee

FROM: Bill Wasson, County Administrator

DATE: January 26, 2017

RE: Individual Health Plan Incentive

As presented in the attached memo, for the 2016 plan year, employees in the High Deductible Health Plan were informed they were eligible to reduce their deductible by \$1000 by completing the wellness incentive program. The incentive program is negotiated with Blue Cross Blue Shield. In mid-2016 while processing a claim for an employee, Blue Cross Blue Shield discovered that the deductible credit program for the HDHP for single individuals caused the plan to be non-compliant by \$100. As a result, the employee was credited \$900 instead of \$1,000 for completing his incentives.

Because of the above unforeseen occurrence, the employee has not been reimbursed the remaining balance of \$100 and I am requesting authorization to make this employee whole by reimbursing the \$100 incentive amount from the Employee Benefits fund, as was the case when the County formerly administered wellness incentive payments directly to employees for many years. The County's insurance consultant, Benefit Planning Associates has reviewed plan experience and has determined that no other employee experienced this loss while participating in the High Deductible Health Plan. Employees have been notified of this limitation for future plan years.

Please feel free to contact myself, Ms. Eisner or Mr. Schmitt if you have any questions.



BENEFIT PLANNING ASSOCIATES

Memo To: McLean County Finance Committee

From: Jeff Gilmore, President – Benefit Planning Associates, Inc.

During the January 1, 2016 medical renewal of the BCBS High Deductible offering for McLean County employees, BCBS changed the deductible from an “aggregate” family deductible to an “embedded” deductible. *According to IRS guidance, an individual deductible (an embedded deductible) provided under a family HDHP must be at least the family minimum for the year (\$2,600 in 2016). Due to system limitations, groups with an embedded deductible family HDHP may not offer an employee-only HDHP with a deductible less than the family minimum (\$2,600) unless separate benefit agreements are established for employee- only and family HDHP coverage.

McLean County’s individual deductible is \$3,500 but this is reduced by \$1,000 when employees complete wellness requirements, resulting in a \$2,500 deductible. This is \$100 lower than the mandated minimum. BCBS did not catch this until mid-2016 when we were working on a claim for [REDACTED]. [REDACTED] complied with all the wellness activities but BCBS could only apply a \$900 deductible credit to his claims or the plan would have been non-compliant with a net-\$2,500 deductible. [REDACTED] is the only employee with Family coverage who was impacted by this.

This issue has been rectified for all HDHP enrollees for 2017.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

TO: Honorable Chairman and Members, Finance Committee

FROM: Bill Wasson, County Administrator

DATE: January 26, 2017

RE: Public Act 099- 0604

Please find attached, amendments to the County's Employee Personnel Policies for County Travel and Business Expense Reimbursement. These modifications are in response to the requirements set forth in Public Act 099-0604, the Local Government Travel Expense Control Act. The majority of requirements included in this Act have previously been addressed in the Travel and Business Expense Reimbursement policy. Changes predominately clarify previous language and include a maximum rate for Lodging which did not previously exist.

Please feel free to contact myself, Ms. Eisner or Mr. Schmitt if you have any questions.

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
AMENDING CHAPTER 108 PERSONNEL POLICIES AND
PROCEDURES, ARTICLE VII. MISCELLANEOUS BENEFITS AND
ENTITLEMENTS, SECTION 65 TRAVEL AND BUSINESS EXPENSE
REIMBURSEMENT IN THE McLEAN COUNTY CODE**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of travel and business expense reimbursement to personnel; and

WHEREAS, Section 108-65 of the McLean County Code sets the County's policies regarding travel and business expense reimbursements; and,

WHEREAS, through Public Act 99-604, the Illinois General Assembly enacted the Local Government Travel Expense Control (the Act, 50 ILCS 150/1 *et seq.*); and,

WHEREAS, the Act creates certain mandates that become effective "on or after" March 1, 2017; and,

WHEREAS, the amendments listed below bring Section 108-65 of the McLean County Code into compliance with the Act; and

WHEREAS, the Finance Committee at their February 1, 2017 meeting has concurred with such recommendation, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 108 is hereby amended to read as follows:

(Additions are indicated by text and stricken material by ~~text~~)

Chapter 108. PERSONNEL POLICIES AND PROCEDURES

**Article VII. MISCELLANEOUS BENEFITS AND
ENTITLEMENTS**

§ 108-65. Travel and Business Expense Reimbursement

[Amended 9-20-2011]

- A. Purpose, applicability and authority.
 - (1) Purpose. The purpose of this policy is:
 - (a) To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.

(b) To provide written guidelines for all County officials and employees who incur, authorize, and/or approve travel/business expenses.

(c) To provide procedures for the equitable and timely processing of travel/business expense reimbursements.

(d) To provide uniform instructions for the reporting and documentation of travel/business expenses.

(2) Purpose and applicability. The purpose of this policy is to establish a uniform policy regarding the expenditure of public funds for travel/business expenses of County employees when engaged in County business within or outside McLean County. These provisions are applicable to all Countywide elected officials, County Board members, appointed department heads, and employees of McLean County, regardless of source of funds. This section shall apply to all County funds. Each elected official and appointed department head shall be held responsible for the execution of this section.

(3) Authority.

(a) The McLean County travel/business expense reimbursement regulations and McLean County travel/business expense reimbursement schedule are promulgated in accordance with the statutory authority granted to the McLean County Board and consistent with the Local Government Travel Expense Control Act, Pub. Act 99-0604.

(b) The County Board, through its approval and adoption of the Annual Budget and Appropriation Ordinance, shall be responsible for maintaining a system for control of travel/business expenses for officials and employees. The County Travel/Business Reimbursement Policy is issued to provide for the efficient and economical conduct of the County's business, both within and outside the County.

(c) Prior authorization for all travel planned during the budget year shall be obtained as a part of the approved budget for each department. If appropriations are depleted from all travel line items during the budget year, an additional appropriate sum may be added by budget amendment or transfer for unanticipated trips, subject to County Board approval. Transfers within the same appropriation category are allowed.

(d) All travel outside of McLean County shall be approved by either appointed or elected officials, as department heads, prior to beginning travel. Said approval, when requested, shall be in writing.

B. Terms defined.

(1) Travel types.

(a) One-day travel does not include an overnight stay. Eligible reimbursement shall include defined expenses for registration, mileage, tolls and business telephone calls. Meals will be eligible for reimbursement if they are a part of a formal business meeting registration or conform to regulations under Subsection **E(2)**.

(b) Overnight travel includes an overnight stay. Eligible reimbursements shall include defined expenses for registration, transportation, lodging, business telephone calls, and reimbursement for meal expenses in accordance with the regulations under Subsection **E(3)**.

(2) Business travel includes:

(a) Travel to business meetings as a direct assignment or in the direct interest of or benefit to McLean County, at which the attendance of a County representative is considered necessary for the development, execution, or maintenance of a course of action by the County or a County office/department.

(b) Travel for training where such training is required for job performance; e.g., basic police training, property appraiser/assessment courses, and specialized technology courses.

(c) Travel required by County officials and/or employees to appear before the Congress, State Legislature, other governmental bodies, their committees or subcommittees, or any other official body or organization, including attendance at professional conferences and/or conventions where pending or contemplated legislation will be reviewed or discussed which, if enacted into law, would affect the interests of McLean County.

(d) Travel required for the planning and completion of newly approved or ongoing capital improvement/capital construction projects; e.g., site visits.

(e) Travel required to maintain or obtain financing for ongoing or newly approved programs; e.g., capital markets financing, federal or state grant funding.

(3) Professional/Educational travel includes:

(a) Travel to a meeting of a professional organization or a major division thereof at which subjects of general interest to the members of the professional organization or major division thereof are reviewed and discussed.

(b) Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems and products utilized by the County.

(4) Entertainment:

Includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of a program or event.

C. Preparation of a travel form.

(1) General policy guidelines.

(a) The policy of the County is to reimburse allowable, authorized travel/business expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.

(b) The County Board will annually review travel/business reimbursement rates to conform to applicable rules of the Internal Revenue Service and economic conditions. County officials and employees are expected to exercise good judgment and proper regard for the expenditure of public funds when incurring travel/business expenses. Personal items and other non-business/non-professional-related expenses will not be reimbursed by the County.

(c) Any deposit, preregistration fees or any other pre-trip costs, including nonrefundable costs imposed by discount travel vendors and internet travel sites, that are lost or forfeited due to an alteration in the official's or employee's plans, other than those caused by documented emergency of work or family, shall be reimbursed to the County.

(d) No employee or officer of the County shall be reimbursed by the County for any entertainment expense.

(2) Travel and business expense documentation.

(a) All claims for the reimbursement of travel/business expenditures shall be submitted on a County travel expense form, which shall be itemized in accordance with this section.

(b) All travel expenses charged to the County procurement card shall be reported on a County travel expense form and shall be itemized in accordance with this policy as soon as reasonably possible after charges are incurred.

- (c) An agenda must accompany all requests for reimbursement regarding travel to and from and attendance at conferences, seminars, schooling and meetings.
- (d) The purpose of the travel shall be indicated on the travel form and shall show in the spaces provided the dates and times of travel, the points of departure and destination, the mode of transportation and the cost of transportation incurred.
- (e) Receipts for lodging and transportation expenses must be submitted as documentation for travel/business expenses. If the original detailed lodging and transportation bills are not available, other credible documentation is required.
- (f) For business one-day travel, itemized receipts are required as documentation for meal expenses.
- (g) Gratuities, other than tips for meals, must be identified on the specific reimbursement line on the County travel expense form.
- (h) Original receipts are required for each miscellaneous item.
- (i) Miscellaneous items must be identified on the specific reimbursement line on the County travel expense form.
- (j) Individuals submitting travel forms are personally responsible for accuracy and propriety. Any misrepresentation shall be grounds for disciplinary action and possible legal action.
- (3) Approval and submission of travel forms.
 - (a) The completed travel expense form shall be first approved by the elected official/department head, who shall review the expenses and attached receipts and approve the travel expense form by signing the form on the appropriate signature line. The travel expense form shall then be forwarded to the County Auditor, with a copy to be maintained by the department.
 - (b) Travel expense forms that are not prepared in accordance with this section or not properly supported by receipts when required shall be returned by the County Auditor to the elected official/department head for correction.
 - (c) Travel expense forms should be submitted to the County Auditor within 60 days of the completion of travel.
 - (d) Travel expense forms submitted to the County Auditor after the deadline for payment of bills for the prior fiscal year may result in a disallowance of reimbursement.

D. Allowable transportation expenses.

(1) General provisions. All travel shall be by the most direct route and by the most economical mode of transportation available, considering travel time, costs, and work requirements. In the event an individual, for one's own convenience, travels by an indirect route or a less overall economical mode of transportation, the additional travel expense shall be borne by such individual.

(2) Use of personal vehicle for out-of-state travel.

(a) When the use of a privately owned vehicle is necessary or desirable, it may be used at the reimbursement rate approved by the County Board for determination of mileage for business expenses.

(b) When transportation by privately owned automobile is authorized or approved by the elected official/department head, distances between points traveled shall be recorded on the travel form. Only those expenses that are related to County business will be reimbursed. The employee will be responsible for all other expenses incurred.

(c) When the use of a commercial carrier for out-of-state travel is an economical, feasible and practical alternative to the use of a personal vehicle, the total mileage reimbursement for use of a personal vehicle shall not exceed the cost of travel by commercial carrier, including the costs of taxi or limousine transportation, inclusive of local taxes and surcharges, to/from the terminal.

(d) When two or more County employees travel in one privately owned vehicle, mileage reimbursement will be made to the employee who owns the vehicle. The names of all County employees who traveled in one privately owned vehicle should be listed on the travel expense form.

(e) Certain incidental expenses associated with the use of vehicles shall be reimbursed as follows:

[1] When driving a County-owned vehicle, the purchase of gasoline shall be reimbursed when the employee is unable to use the County's gasoline service pumps. An original receipt will be required.

[2] The cost of automobile parking fees, bridge, road and tunnel tolls shall be reimbursed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only if the total parking fees plus the allowable mileage reimbursement to and from the terminal area does not exceed the cost for use of a taxicab or limousine service to and from the terminal.

(3) Use of rental automobiles. The use of rented automobiles shall be kept to a minimum. Every effort shall be made to obtain other suitable transportation. Where circumstances require the use of a rental automobile, the most economical vehicle available that is suitable for the conduct of the County's business shall be obtained. In such instances, the actual cost may be charged and a full explanation for the use of the rental vehicle shall accompany the travel form. No reimbursement will be made for rental on days unrelated to County business.

(4) Commercial carrier travel.

(a) Commercial carriers such as airlines, railroads, bus lines, etc., are the preferred means of travel. Expense reimbursement will consist of actual expenses paid to the respective carrier. Travel on airlines shall ordinarily be by coach class. Every attempt will be made to book airplane accommodations as far in advance of travel as is possible in order to take advantage of any discount fares.

(b) Taxicab fares are reimbursable. Receipts for fares are required if over \$10. If free van, bus, or shuttle service is available and convenient, employees are encouraged to use this service in lieu of taxicabs or limousines. Taxicab fares must be substantiated as to business purpose.

(c) Use of airport limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation.

E. Allowable living expenses.

(1) Reimbursement for meal expenses.

(a) Within McLean County, meals, including tips, may be reimbursed for officials and employees attending conferences and seminars if attendance at the conference or seminar is required by the department head and if the conference or seminar requires the official or employee to be away from his or her workplace or home during a meal. The same limits apply as noted in Subsection **E(2)(a)[1]**.

(b) Alcoholic beverages are excluded from reimbursement.

(c) Meal tips shall be limited to 20% of the allowable meal expense and shall only be reimbursed if included on the appropriate receipt.

(2) Reimbursement for meal expenses: one-day business travel:

(a) When traveling outside McLean County, the maximum allowable reimbursement for meals, including tips, for one-day business travel is:

[1] For travel in Illinois, except for the following counties: Cook, Lake, McHenry, Kane, DuPage, Will:

[a] Breakfast: \$8.

[b] Lunch: \$10.

[c] Dinner: \$16.

[2] For travel in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will; and out-of-state travel:

[a] Breakfast: \$10.

[b] Lunch: \$12.

[c] Dinner: \$20.

(b) For one-day business travel, employees shall be required to submit itemized receipts for meal expenses incurred. Charge card receipts with totals only are not acceptable.

(c) Partial-day reimbursement for meal expense shall be limited to those meals that an employee could not reasonably consume at home due to the time required to travel. Breakfast is payable when an employee is traveling outside of McLean County prior to 6:00 a.m.; lunch is payable when the employee is traveling to or from a location outside of McLean County between 11:00 a.m. and 1:00 p.m.; and dinner is payable when an employee is traveling outside of McLean County after 6:00 p.m.

(d) Meals, including tips, will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel form at the time of request for reimbursement.

(e) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the allowance specified in Subsection E(2)(a) above. An explanation of the conflict must be attached to the travel form along with itemized receipts.

(3) Per-diem reimbursement for meal expenses: overnight travel.

(a) Per-diem reimbursement will be paid for meal expense when travel includes an overnight stay or is 18 or more continuous hours.

(b) Per-diem meal reimbursement is:

[1] For overnight travel in Illinois, except for the following counties: Cook, Lake, McHenry, Kane, DuPage, Will: \$34.

[2] For overnight travel out-of-state and in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will: \$42.

- [3] Per-diem reimbursement for meal expense will be paid without submitting itemized receipts.
- [4] Per-diem for qualifying fractions of a day shall be based upon partial-day meal expense maximums as specified in Subsection E(2)(c).
- [5] Meal allowance and per-diem may not be mixed on the same trip or day.
- (c) Meals, including tips, will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel form at the time of request for reimbursement.
- (d) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the allowance specified in Subsection E(2)(a)
- (4) Overnight travel: reimbursement for lodging expenses.
- (a) Actual lodging expense shall be, when available, the "government economy" room rate offered by a hotel. Lodging is limited to payment/reimbursement for up to 20% over the GSA CONUS rates for hotels. Maximum lodging rates can be obtained through a search at <http://www.gsa.gov/portal/category/100120>, except that when a conference/convention is the reason for the trip, the person shall be reimbursed at the available convention lodging rates for such location, unless such accommodations are not available to the person making the trip. Special considerations may apply by obtaining advance approval from the applicable elected official or department director and by conferring with the County Auditor;
- (b) Itemized receipts are required to be submitted with travel forms to support all lodging expenses claimed.
- (c) Lodging provided by a friend, relative or non-invoicing lodging organization is not reimbursable.
- (d) For travel more than 75 miles, the number of nights for which an employee may obtain reimbursement shall be limited to the number of nights necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 6:00 p.m., lodging expense for that night will also be reimbursed. Employees are encouraged to return on the final day of the conference whenever possible.

(e) Overnight lodging for a one-day meeting, seminar or workshop within a seventy-five-mile radius of the County complex will not be reimbursed except:

[1] When documented business meetings extend beyond 8:00 p.m. Business meetings, in this instance, include dinners, receptions or social functions sponsored for attendees during the evening hours which are a scheduled event and part of the agenda for the meeting, seminar or workshop.

[2] If weather conditions make a return trip unsafe.

(f) Longer stays where lodging is reimbursable are permitted if the additional stay results in significant savings in round-trip transportation costs. The employee requesting the reimbursement for the longer stay must document the net savings, including the lodging expense and meal reimbursement. Lost work time should also be taken into account when calculating the cost savings.

(g) One personal telephone call per each day of an overnight stay will be reimbursed on a lodging bill, telephone credit card, or prepaid telephone calling card to a maximum of \$10. Necessary business-related telephone calls will be reimbursed on a lodging bill, telephone credit card, or prepaid telephone calling card.

(h) Personal items such as movie or game rentals will not be reimbursed. In the event of an emergency, clothes cleaning and/or dry cleaning will be reimbursed, provided written justification explaining the nature of the emergency accompanies the reimbursement request.

(5) Travel advance.

(a) Employees whose travel will take them out of the County for more than 24 hours may apply for an advance to cover the allowance for meals and any other reasonable travel expenses, if the expenses are expected to exceed \$100. Travel advances shall not be paid out of petty cash.

(b) Application for a travel advance shall be submitted in writing to the County Auditor at least 10 working days prior to the departure date. Applications for a travel advance shall be accompanied by an agenda, when applicable.

(c) Travel advances will be issued only when the trip is outside McLean County and involves an overnight stay.

(d) If travel expense reimbursement forms are not received within 60 days after completion of travel, then the full amount of the travel advance must be paid back to the County. Future advances will not be granted

unless all previous advances have either been appropriately documented by expense form or repaid.

F. Local business expense reimbursement.

- (1) The cost of hosting a meeting related to County business shall be reimbursable, provided such expenses are reasonable, documented, and within the budgeted appropriation.
- (2) All local business expenses shall be itemized and fully documented to include the actual County business transacted, the individuals in attendance and their respective business affiliations.
- (3) The actual cost of meals for County employees and other persons in attendance shall be reimbursed.
 - (a) To be eligible for reimbursement of a meal with a business representative, County business must have been discussed during the meal.
 - (b) Actual original receipts must be submitted in order to receive reimbursement.
 - (c) In all cases, reimbursement for alcoholic beverages is not allowed.
 - (4) A meeting consisting solely of two or more County employees dining together and discussing County business will not constitute a reimbursable business meal expense.

G. Reimbursement of miscellaneous expenses.

- (1) Under miscellaneous expenses, the County may reimburse the following items:
 - (a) Business telephone calls.
 - (b) Public transit (if used instead of taxicab or hotel transportation).
 - (c) Parking fees.
 - (d) Storage of baggage.
 - (e) Rental of meeting room or dining room for official business of McLean County (only when appropriate).
 - (f) Tips for parking attendants and baggage handling.
 - (g) One personal call per overnight stay, with a maximum reimbursement of \$10, will be allowed.

(2) A receipt shall accompany any individual, miscellaneous expense over \$10.

(3) Housekeeping tips are not an allowable expense.

H. Use of County procurement card for travel and business expense.

(1) The County procurement card may be used to pay for air fares, lodging, car rental, ground transportation, registration and other reimbursable business expenses, not including travel-related meals.

(2) The County procurement card may be used to book travel reservations through discount internet sites and hotel internet sites. An employee who uses the County procurement card to book travel reservations through discount internet sites and hotel internet sites assumes full risk if the reservation needs to be cancelled or modified and additional charges are incurred. The employee's travel and business expenses are eligible for reimbursement pursuant to the County's Travel and Business Expense Reimbursement Policy.

(3) If an employee elects to use a discount internet site or hotel site to make a travel reservation using the County procurement card and incurs any unreimbursable costs for any reason, including failure to abide by the internet site's terms and conditions, the employee will be personally responsible for reimbursing the County the full amount of the additional charges and agrees that the County will use all means at its disposal to recover said additional charges.

I. Appropriate budget line items for travel expenses: The following line items are to be used for the charging of travel expenses. The proper account shall be used for travel-related expenses, based on the descriptions below:

(1) 718.0001 Schooling and conference: the line-item appropriation for lodging expense, travel expense, meal reimbursement expense incurred in attending schooling and conferences. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

(2) 760.0002 Non-travel business meal expense: business meal expense incurred within McLean County not involving business travel.

(3) 793.0001 Travel expense: the amount appropriated to each respective department for use in defraying the expense of travel, including mileage reimbursement, incurred on official County business only. This is exclusive of schooling and conference. Reimbursement shall not exceed

the amounts and rates set forth in the applicable policies of the County Board.

J. State and federal laws and regulations.

(1) Provisions of this policy shall not apply when in contradiction to state or federal law and regulations as determined by the State's Attorney.

(2) Consistent with the Internal Revenue Service regulations, travel expense reimbursements or advances shall be included as "wages, tips or other compensation" on all W-2s for the year unless an "adequate accounting" is made to the County.


(3) It is in the interest of the County and its employees/officers to have a business travel expense policy requiring adequate accounting within Internal Revenue Service guidelines.

K. Misuse of McLean County travel policy. Any misrepresentation or misuse of this policy may be grounds for disciplinary action and/or criminal or civil liability. Suspected misrepresentations or misuses shall be reported to the County Administrator for review and referral to the appropriate oversight committee and/or the State's Attorney.

This amendment shall become effective and in full force upon adoption of this Ordinance. Adopted by the County Board of McLean County, Illinois, this 21st day of February, 2017.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the Board of
McLean County


John D. McIntyre Chairman
McLean County Board



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

February 2, 2017

To: The Honorable Chairman and Members of the Executive Committee

From: Hannah Eisner, Assistant County Administrator

Re: Semi-Annual Review of Closed Meeting Minutes

The County Administrator's office has completed the semi-annual review of closed meeting minutes pursuant to the Open Meetings Act, 5 ILCS 120/2.06 and County Board rule 20-10E. There have been eight closed sessions added to the list since the last review; one held by the Property Committee regarding a personnel matter, two by the Transportation Committee regarding personnel matters, three by the Finance Committee regarding collective bargaining matters and two by the Executive Committee on personnel matters. We do not recommend making the minutes of any of these closed sessions public at this time.

You will find attached a listing of closed meetings dating from February 10, 1982 to January 17, 2017 indicating which meeting minutes have been opened for public inspection. This list includes the meetings added to the list since the last review.

You may go into executive session if you wish to deliberate on whether there is a need to maintain the confidentiality of all or a portion of the closed minutes on the list. However, there is no need to go into executive session if you concur with our recommendation.

Date	Board/Committee	Matter Discussed	Recommendation
02/10/82	Transportation	Personnel Matters	Closed
11/04/82	Finance	Personnel Matters	Closed
11/09/82	Advisory	Personnel Matters	Closed
02/15/83	Executive	Imminent Litigation	Closed
03/08/83	Executive	Pending/Imminent Litigation	Closed
09/01/83	Property/Environment	Personnel Matters	Closed
02/21/84	County Board	Board Vacancy	Closed
04/16/85	County Board	Collective Bargaining	Closed
05/21/85	County Board	Collective Bargaining	Closed
07/16/85	County Board	Collective Bargaining	Closed
01/12/87	Health	Personnel Matters	Closed
01/20/87	County Board	Personnel and Collective Bargaining	Closed
07/13/87	Justice	Personnel Matters	Closed
07/21/87	County Board	Collective Bargaining	Closed
08/17/87	Ad Hoc	Personnel	Closed
12/01/87	Finance	Personnel Matters	Closed
10/17/89	Finance	Pending Litigation	Closed
07/03/90	Finance	Personnel & Pending Litigation	Closed
08/07/90	Finance	Personnel Matters	Closed
10/02/90	Finance	Personnel/Pending Litigation	Closed
02/05/91	Finance	Personnel/Pending Litigation	Closed
05/02/91	Land Use	Pending Litigation	Closed
08/20/91	County Board	Personnel Matters	Closed
10/07/91	Justice	Personnel Matters	Closed
08/18/92	County Board	Pending Litigation	Closed
09/15/92	County Board	Pending Litigation	Closed
10/06/92	Finance	Pending Litigation	Closed
11/04/92	Finance	Pending Litigation	Closed
11/05/92	Property	Personnel Matters	Closed
11/17/92	County Board	Personnel Matters	Closed
12/01/92	Finance	Personnel Matters	Closed
05/04/93	Finance	Pending Litigation	Closed
06/15/93	County Board	Pending Litigation & Personnel	Closed
12/21/93	Finance	Pending Litigation & Personnel	Closed
04/05/94	Finance	Pending Litigation & Personnel	Closed
06/07/94	Transportation	Personnel Matters	Closed
06/14/94	Executive	Personnel Matters	Closed
01/16/96	County Board	Personnel Matters	Closed
01/16/96	Finance	Personnel Matters	Closed
09/03/96	Finance	Personnel Matters	Closed
10/15/96	County Board	Personnel Matters	Closed
01/02/97	Property	Sale of Real Estate	Closed
01/21/97	Finance	Personnel Matters	Closed

Date	Board/Committee	Matter Discussed	Recommendation
01/21/97	County Board	Personnel Matters	Closed
03/04/97	Finance	Collective Bargaining	Closed
04/01/97	Finance	Personnel Matters	Closed
04/01/97	Finance	Personnel Matters	Closed
05/06/97	Finance	Collective Bargaining\Personnel	Closed
05/08/97	Property	Sale of Real Estate	Closed
06/03/97	Finance	Collective Bargaining\Personnel	Closed
07/01/97	Finance	Personnel Matters	Closed
08/05/97	Finance	Personnel Matters	Closed
10/22/97	Finance	Personnel Matters	Closed
04/02/98	Land Use	Personnel Matters	Closed
04/07/98	Finance	Personnel Matters	Closed
05/07/98	Land Use	Personnel Matters	Closed
06/02/98	Finance	Pending Litigation	Closed
06/04/98	Land Use	Personnel Matters	Closed
08/04/98	Finance	Collective Bargaining	Closed
08/06/98	Property	Personnel Matters	Closed
09/03/98	Property	Personnel Matters	Closed
10/01/98	Property	Personnel Matters	Closed
10/06/98	Finance	Personnel Matters	Closed
11/04/98	Finance	Personnel Matters	Closed
11/09/98	Property	Personnel Matters	Closed
11/17/98	County Board	Personnel Matters	Closed
12/03/98	Property	Personnel Matters	Closed
12/15/98	Finance	Collective Bargaining	Closed
01/05/99	Finance	Collective Bargaining	Closed
03/02/99	Finance	Collective Bargaining	Closed
05/06/99	Property	Sale of Real Estate	Closed
05/18/99	Finance	Collective Bargaining	Closed
06/01/99	Finance	Collective Bargaining	Closed
07/06/99	Finance	Collective Bargaining	Closed
10/05/99	Transportation	Collective Bargaining	Closed
10/05/99	Finance	Collective Bargaining	Closed
11/02/99	Finance	Collective Bargaining	Closed
12/07/99	Finance	Collective Bargaining	Closed
01/04/00	Finance	Collective Bargaining	Closed
04/18/00	Finance	Collective Bargaining	Closed
04/18/00	County Board	Pending Litigation	Closed
05/02/00	Finance	Collective Bargaining\Personnel	Closed
11/07/00	Finance	Collective Bargaining\Personnel	Closed
12/05/00	Transportation	Personnel Matters	Closed
01/02/01	Finance	Collective Bargaining	Closed
01/16/01	Finance	Collective Bargaining	Closed

Date	Board/Committee	Matter Discussed	Recommendation
02/06/01	Finance	Collective Bargaining	Closed
03/06/01	Finance	Collective Bargaining/Personnel	Closed
04/03/01	Finance	Pending Lit./Collective Bargaining	Closed
05/01/01	Transportation	Acquisition of Real Estate	Open
05/01/01	Finance	Personnel/Collective Bargaining	Closed
05/03/01	Property	Acquisition of Real Estate	Open
05/07/01	Justice	Personnel Matters	Closed
06/05/01	Transportation	Acquisition of Real Estate	Open
06/07/01	Property	Acquisition of Real Estate	Open
06/12/01	Executive	Personnel Matters	Closed
09/04/01	Finance	Collective Bargaining	Closed
10/02/01	Finance	Collective Bargaining	Closed
12/04/01	Finance	Personnel Matters	Closed
12/04/01	Transportation	Personnel Matters	Closed
03/01/02	Finance	Collective Bargaining	Closed
04/02/02	Transportation	Purchase of Real Estate	Closed
04/02/02	Finance	Imminent Litigation/Collect. Barg.	Closed
05/07/02	Transportation	Collective Bargaining/Pur. Real Est.	Closed
06/04/02	Transportation	Lease of Real Estate	Open
06/11/02	Executive	Personnel Matters	Closed
07/11/02	Property	Purchase of RE/Personnel	Closed
12/10/02	Transportation	Personnel Matters	Closed
01/06/03	Finance	Collective Bargaining	Closed
01/06/03	Finance	Personnel Matters	Closed
01/06/03	Justice	Personnel Matters	Closed
04/01/03	Finance	Personnel Matters	Closed
05/06/03	Finance	Personnel Matters	Closed
06/03/03	Finance	Collective Bargaining	Closed
06/03/03	Finance	Personnel Matters	Closed
06/10/03	Executive	Personnel Matters	Closed
08/05/03	Finance	Collective Bargaining	Closed
08/07/03	Property	Sale of Real Estate	Closed
09/02/03	Finance	Collective Bargaining	Closed
09/16/03	Finance	Collective Bargaining	Closed
10/09/03	Finance	Pers./Pend. Litig./Coll. Barg.	Closed
11/04/03	Finance	Collective Bargaining	Closed
11/17/03	Finance	Collective Bargaining	Closed
12/02/03	Transportation	Personnel Matters	Closed
12/02/03	Finance	Collective Bargaining	Closed
01/06/04	Finance	Personnel/Collective Bargaining	Closed
02/03/04	Finance	Collective Bargaining	Closed
03/02/04	Finance	Collective Bargaining	Closed
03/16/04	Finance	Personnel Matters	Closed

Date	Board/Committee	Matter Discussed	Recommendation
06/08/04	Executive	Personnel Matters	Closed
10/05/04	Finance	Collective Bargaining	Closed
10/15/04	Finance	Collective Bargaining	Closed
12/07/04	Finance	Collective Bargaining	Closed
12/07/04	Transportation	Personnel Matters	Closed
01/04/05	Finance	Collective Bargaining	Closed
02/01/05	Finance	Collective Bargaining	Closed
03/01/05	Finance	Collective Bargaining	Closed
04/05/05	Finance	Collective Bargaining	Closed
04/06/05	Transportation	Collective Bargaining	Closed
04/19/05	County Board	Pending Litigation	Closed
06/07/05	Finance	Collective Bargaining	Closed
06/14/05	Executive	Personnel Matters	Closed
06/16/05	Finance	Personnel Matters	Closed
07/05/05	Finance	Personnel Matters	Closed
08/05/05	Finance	Personnel Matters	Closed
10/04/05	Finance	Personnel Matters	Closed
12/06/05	Transportation	Personnel Matters	Closed
12/06/05	Finance	Collective Bargaining	Closed
12/20/05	Finance	Pending Litigation	Closed
02/07/06	Finance	Personnel and Collective Bargaining	Closed
05/02/06	Finance	Personnel and Collective Bargaining	Closed
06/06/06	Finance	Personnel Matters	Closed
07/11/06	Transportation	Personnel Matters	Closed
07/11/06	Executive	Personnel Matters	Closed
07/11/06	Finance	Pending Litigation	Closed
10/03/06	Finance	Pending Litigation and Collective Bargaining	Closed
11/07/06	Finance	Pending Litigation	Closed
12/05/06	Transportation	Personnel Matters	Closed
12/05/06	Finance	Collective Bargaining	Closed
01/02/07	Finance	Collective Bargaining	Closed
02/06/07	Finance	Collective Bargaining and Pending Litigation	Closed
04/03/07	Finance	Collective Bargaining	Closed
05/01/07	Finance	Collective Bargaining	Closed
06/05/07	Finance	Litigation / Collective Bargaining	Closed
06/12/07	Executive	Personnel Matters	Closed
07/11/07	Finance	Pending Litigation	Closed
07/24/07	County Board	Pending Litigation	Closed
09/18/07	County Board	Collective Bargaining	Closed
11/07/07	Finance	Collective Bargaining	Closed
12/04/07	Transportation	Personnel Matters	Closed
12/18/07	County Board	Pending Litigation	Closed
02/06/08	Finance	Collective Bargaining	Closed

Date	Board/Committee	Matter Discussed	Recommendation
04/01/08	Transportation	Personnel Matters	Closed
04/02/08	Finance	Collective Bargaining	Closed
05/07/08	Finance	Personnel Matters	Closed
05/20/08	Finance	Personnel Matters	Closed
05/20/08	County Board	Personnel Matters	Closed
06/04/08	Finance	Pending Litigation	Closed
06/10/08	Executive	Personnel Matters	Closed
06/17/08	County Board	Personnel Matters	Closed
07/08/08	Executive	Personnel Matters	Closed
08/06/08	Finance	Personnel Matters	Closed
10/14/08	Executive	Personnel Matters	Closed
11/05/08	Finance	Pending Litigation	Closed
12/02/08	Transportation	Personnel Matters	Closed
01/05/09	Finance	Personnel / Litigation	Closed
01/20/09	County Board	Personnel Matters	Closed
3/4/2009	Finance Committee	Personnel Matters	Closed
3/10/2009	Executive Committee	Personnel Matters	Closed
4/8/2009	Finance Committee	Personnel Matters	Closed
7/1/2009	Finance Committee	Personnel Matters	Closed
11/2/2009	Finance Committee	Pending Litigation	Closed
12/2/2009	Finance Committee	Collective Bargaining	Closed
4/7/2010	Finance Committee	Pending Litigation	Closed
4/7/2010	Finance Committee	Collective Bargaining	Closed
7/1/2010	Property Committee	Sale of Property	Closed
7/7/2010	Finance Committee	Pending Litigation	Closed
7/13/2010	Executive Committee	Personnel Matters	Closed
8/4/2010	Finance Committee	Collective Bargaining	Closed
10/19/2010	County Board	Pending Litigation	Closed
11/3/2010	Finance Committee	Pending Litigation	Closed
11/03/10	Finance Committee	Personnel Matters	Closed
12/8/2010	Finance Committee	Pending Litigation	Closed
12/14/2010	Admin. Search Comm.	Personnel Matters	Closed
12/28/2010	Admin. Search Comm.	Personnel Matters	Closed
1/5/2011	Finance Committee	Personnel Matters	Closed
1/11/2011	Admin. Search Comm.	Personnel Matters	Closed
1/25/2011	Admin. Search Comm.	Personnel Matters	Closed
2/8/2011	Admin. Search Comm.	Personnel Matters	Closed
2/15/2011	Finance Committee	Collective Bargaining	Closed
2/16/2011	Admin. Search Comm.	Personnel Matters	Closed
2/23/2011	Admin. Search Comm.	Personnel Matters	Closed
3/2/2011	Admin. Search Comm.	Personnel Matters	Closed
3/8/2011	Admin. Search Comm.	Personnel Matters	Closed

Date	Board/Committee	Matter Discussed	Recommendation
3/15/2011	Admin. Search Comm.	Personnel Matters	Closed
4/6/2011	Finance Committee	Collective Bargaining	Closed
4/26/2011	Admin. Search Comm.	Personnel Matters	Closed
5/4/2011	Finance Committee	Collective Bargaining	Closed
08/03/11	Finance Committee	Pending Litigation	Closed
08/16/11	County Board	Pending Litigation	Closed
09/07/11	Finance Committee	Pending Litigation	Closed
12/07/11	Finance Committee	Pending Litigation	Closed
01/10/12	Executive Committee	Pending litigation	Closed
05/15/12	Executive Committee	Pending litigation	Closed
06/12/12	Executive Committee	Pending litigation	Closed
07/02/12	Finance Committee	Pending litigation	Closed
07/17/12	Executive Committee	Personnel Matters	Closed
10/04/12	Property Committee	Real Estate	Open
12/05/12	Finance Committee	Collective Bargaining	Closed
02/06/13	Finance Committee	Pending Litigation	Closed
03/06/13	Finance Committee	Pending Litigation	Closed
04/03/13	Finance Committee	Pending Litigation	Closed
04/16/13	County Board	Pending Litigation	Closed
06/04/13	Justice Committee	Personnel Matters	Closed
06/05/13	Finance Committee	Personnel Matters	Closed
08/01/13	Property Committee	Purchase of Property	Open
09/04/13	Finance Committee	Collective Bargaining	Closed
10/02/13	Finance Committee	Collective Bargaining	Closed
12/04/13	Finance Committee	Collective Bargaining	Closed
02/06/14	Property Committee	Purchase or Lease of Real Property	Closed
03/05/14	Finance Committee	Personnel Matters	Closed
03/06/14	Property Committee	Purchase or Lease of Real Property	Closed
05/07/14	Finance Committee	Collective Bargaining	Closed
06/04/14	Finance Committee	Personnel Matters	Closed
06/05/14	Property Committee	Purchase or Lease of Real Property	Closed
07/07/14	Property Committee	Purchase or Lease of Real Property	Closed
07/08/14	Executive Committee	Personnel Matters	Closed
08/06/14	Finance Committee	Collective Bargaining/ Personnel Matters	Closed
08/07/14	Property Committee	Purchase or Lease of Real Property	Closed
10/01/14	Finance Committee	Personnel Matters	Closed
10/07/14	Justice Committee	Pending Litigation	Closed
10/14/14	Executive Committee	Pending Litigation	Closed
03/03/15	Justice Committee	Pending Litigation	Closed
03/05/15	Property Committee	Purchase or Lease of Real Property	Closed
06/09/15	Executive Committee	Review Closed Minutes	Closed
07/14/15	Executive Committee	Personnel Matters	Closed
08/06/15	Property Committee	Pending Litigation	Closed

Date	Board/Committee	Matter Discussed	Recommendation
10/07/15	Finance Committee	Collective Bargaining	Closed
12/08/15	Executive Committee	Personnel Matters	Closed
01/06/16	Finance Committee	Pending Litigation	Closed
01/12/16	Executive Committee	Pending Litigation	Closed
02/04/16	Property Committee	Purchase or Lease of Real Property	Closed
02/09/16	Executive Committee	Review Closed Minutes	Closed
04/07/16	Property Committee	Personnel Matters	Closed
04/12/16	Executive Committee	Pending Litigation	Closed
04/19/16	Property Committee	Personnel Matters	Closed
05/03/16	Transportation	Personnel Matters	Closed
05/04/16	Finance Committee	Collective Bargaining	Closed
07/12/16	Executive Committee	Personnel Matters	Closed
12/07/16	Finance Committee	Collective Bargaining	Closed
12/13/16	Executive Committee	Personnell Matters	Closed
12/20/16	Transportation	Personnell Matters	Closed
01/17/17	Finance Committee	Collective Bargaining	Closed

FINANCE COMMITTEE:
David Selzer, presented the Following:

**RESOLUTION AMENDING THE FUNDED FULL-TIME EQUIVALENT
POSITIONS RESOLUTION FOR 2017
FUND 0001 DEPARTMENT 0005 COUNTY CLERK**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 15, 2016 which became effective on January 1, 2017; and,

WHEREAS, the County Clerk's Election staff includes Full-time employees; and

WHEREAS, the State of Illinois enacted legislation that changed election requirements including hours that the County Clerk's office is required to be open to for early voting; and

WHEREAS, the County Clerk has determined, based on the increased workload during the last election, that it is necessary to add one full-time employee; and

WHEREAS, the Finance Committee at its February 1, 2017 meeting recommended the change in positions in the County Clerk's Office and the Executive Committee, at its February 14, 2017 meeting recommended approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2017 Fiscal Year and thereafter; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions be and hereby are amended as follows:


Fund 0001 General						
Dept 0005 County Clerk						
Prog. 0006 Election						
<u>Acct</u>	<u>Grade</u>	<u>Class</u>	<u>Class Name</u>	<u>Now</u>	<u>Amend</u>	<u>New</u>
0503	0023	4	Deputy County Clerk	2.00	+1.00	3.00

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 21st day of February, 2017.

ATTEST

APPROVED:


Kathy Michael, Clerk of the County Board,
McLean County, Illinois


John D. McIntyre, Chair
McLean County Board

Members Selzer/Murphy moved the County Board approve a Request for Approval of an Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017 Fund 0001 Department 0005 County Clerk. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

Kathy Michael
McLean County Clerk
Finance Committee Meeting, February 1, 2017
Request for one additional FTE - Election Division

- FTE request for one additional FTE
Recommended Salary: \$14.45/\$28,181.01

Since being sworn in as McLean County Clerk in 2010, the duties and responsibilities of election staff have increased dramatically. This 2016 Presidential Election cycle, as the Finance Committee is well aware, was one example of how election legislative mandates greatly increased work and time involved for election staff, as well as affecting work production in our other Divisions, and the need to reach out for additional part-time staff assistance.

Photos are attached with this report to help you get a visual of some of the physical aspects of each election.

Beginning with the March 15, 2016 Primary Election cycle and going through and following the November 8, 2016 General Election, the required overtime hours for our current 3 full-time election employees was staggering:

Dir. Of Elections	Salaried. 6 weeks of 60-80 hours a week in both March and Nov.
Employee #2	Hourly: 6-7 weeks same as above
Employee #3	Hourly: 6-7 weeks same as above
2-3 Part-Time	Worked nearly full-time hours for 4-5 weeks

(Over-time stats available upon request for your verification)

Because the additional work and responsibilities added to the Election Division, seemingly each election cycle, we believe this work will continue to be the norm, especially in the upcoming 2018 Gubernatorial and the 2020 Presidential, we are requesting an additional full-time election employee. For this 2017 Consolidated Election, we hadn't finished all the mandated work from the 2016 election cycle, before we had to begin the 2017 election process. While there is a much lower turnout for "off-year" elections, the election work remains much the same, if not even more detailed.

Years before becoming the County Clerk, I had experience working as a Deputy Clerk. At that time, I was cross-trained to assist in Vital Records as well as the Elections Division. When there was a "lull" between elections, I would assist with Vital Records phone calls and walk-in customers. There are no longer any "lulls" between election cycles.

The Election Director at that time had one full-time assistant. The Director relied on Vital Records staff to assist during the busy election cycles, as well as trying to keep up with their other day-to-day work.

There is no longer the opportunity to cross-train Deputy Clerks in other County Clerk Divisions in this way due to the increasing, every-changing and evolving election work. The Election Division of the County Clerk's office has a stress and demand level much greater than any other division requirements in the Clerk's office. The latest example was the passage in late 2014 of the Same-Day Voter Registration (SDR) Act. This Bill also caused further confusion and last-minute election changes by Election Authorities when it was repealed and a few weeks later, reinstated very close to election deadlines which had to be met by Election Authorities. This bill alone, as you are aware, added an additional \$200,000 + to our 2016 Election Budget in order to provide more equipment, more ballots, more election supplies, more election judges and part-time staffing.

The Election Department is unique in that we cannot train a person in a short period of time as we can with staffing in Vital Records or the Recording Division. It takes approximately 4-6 weeks to appropriately train these staff members to handle the requirements of serving Vital Records and Recording duties. Once properly trained, these duties only rarely change. Make no mistake, the work they do is important and customer service and accuracy are vital; but it's comparing apples to oranges in work requirements and learning-curve.

Even the monumental and often tedious task of voter entry has its unique challenges. It's more than simply entering names and addresses correctly. Often the information is illegible. We are mandated by law to attempt to trace the person, investigate if you will, until all options are exhausted in trying to locate the right person whose entry we cannot read.

Staff training updates, re-training if you will, are often election cycle to election cycle due to continual legislative/statute changes.

Currently there are three full-time employees assigned to work in the Election Division. We are requesting an additional Deputy Clerk, FTE with a beginning salary of \$14.45/hour/\$28,181.01

The Director of Election's (Denise Cesario) position oversees all election-related work; working with and reporting to the County Clerk. The Director of Elections relies heavily on well-trained staff who assist in all elections processes; being aware of all new processes, learns and documents any new or revised programs, assists in the hiring and training of all election judges each election cycle, (from 350 to 500) and technical assistants, (from 20 to 40). Every aspect of the election passes through the Director of Elections and the County Clerk. Where a decade ago, this office could barely handle all the duties of elections, the Election Division had 2 full-time staff and relied heavily on Vital Records staff during election season. We currently have 3 full-time Election Division staff, and due to the increased responsibilities and training required, we cannot rely on Vital Records staff to handle day-to-day election assistance, without it being a detriment to their work production.

There are seven, unique election cycles, occurring every two years. In 2015, McLean County had an additional Special Election added to the mix as well. (Congressman Schock's replacement election.)

With seven different types of elections, it takes years to be fully trained and still the responsibilities and duties are continually changing. A basic full-time election position would take 3-4 years to be properly trained on the entire election processes. Being able to hire and retain staff for the long-term, at competitive salaries, is essential.

- A level of professionalism is required in order to deal with candidates, local election officials, voters and different entities such as vendors and State Board of Elections staff; including keeping up-to-date on changes in election statutes.

- There is constant change from election to election. Staff must learn the new processes with laws changing each election and must also write procedures for performing those duties and re-train election staff.
- The job is very *physically demanding*.
- Being able to lift and move equipment several times through an election cycle is a requirement, and hours of overtime is mandatory. Supplies, signs and ballots that can weigh from 30-50 pounds, must be continually transported and staged from the basement storage areas to the lobby for pickup.
- Meeting deadlines, writing publications, along with the ballot proofing process and the need for *complete accuracy* throughout an election cycle are essential qualifications.
- Your time is not your own for at least 60 days before an election. Although the long days *usually* stop after the election, the “post-election cycle” begins. Provisional ballots, downloading voters from the laptops, getting them into our system, Vote By Mail (VBM) are still coming in while we are just beginning the canvass and balancing.
- Within just a few weeks of completing all the mandated reports to the State, (and often before we even complete all the processes of the past election), the organizing, accounting for and storing all election equipment for the next election cycle begins.

JUST SOME OF ELECTION WORK WHICH HAS INCREASED OR CHANGED IN THE PAST 3-4 YEARS:

1. Increase in days/hours/locations for Early Voting. In 2014, EV was mandated from March 2 – March 15, with the days/hours during our regular business hours, and open on Saturdays until Noon during this timeframe. In 2016, EV times changed until they are changed again. EV began February 17 through Election Day March 15, and included being open not only at our office, but other locations on Election Day as well. The last 2 weeks before Election Day, we were mandated to have EV Saturdays until Noon and Sundays 10 am – 4 pm. The

second week, we were mandated to be open until 7 pm during the week and Saturdays and Sundays and the Monday before Election Day. We were mandated then to be open Election Day at our office, until 7 pm.

Requiring:

- many more election judges needed
 - much more part-time staffing; over-time required for full-time staff
2. Continual training of election judges due to same-day registration law and other election changes that have occurred, all within the past two years alone.
 3. Training and placement of additional 100-150 election judges due to SDR
 4. Additional election equipment purchases, requiring software updates. 78 additional laptops requiring maintenance, updating. With our space being limited, we must do all this in stages; setting some up, updating, and then repeating the process; total 3 stages.
 5. Increase work involving technology (website) advances and the need for transparency and access; continual updates to our website; Facebook and Twitter presence. Proficiency in Excel, Microsoft, web design required with all staff.
 6. Continual email contact with over 500 election judges; to keep them updated and thus interested in continuing their work with us. Many, many counties have trouble hiring enough judges; we have never had that problem due to our continued outreach. Involves a lot of time and effort, but in the end, well worth it.

SALARY COMPARISON:

Bloomington Election Commission	4 full-time staff
Salaries	\$58,338
	48,941
	35,000-38,000 (interviewing now to replace retiree)
	30,000
County Clerk's office	3 full-time staff
Salaries	\$53,426
	29,595
	28,856

Champaign County:	5 full-time staff
Salaries	86,443
	52,455
	41,184
	41,184
	28,489

FYI:

Champaign County Clerk has 17 full-time staff and is not responsible for Recording Duties.

McLean County Clerk, with the duties of the Recording Division, has 13 full-time staff.

GIS

Staff must have the abilities to code and place voters in the correct districts. They must understand GIS, stay current with it and be able to comprehend what is going on.

Mapping is very important and requires more than entry level abilities. It is vital that voters are placed in the correct district/precinct. Mistakes could result in wrong ballot styles being given to voters and could potentially have a huge impact on a tight local race.

WEB

Our web needs *daily* maintenance. Updating information and posting new election information, candidates, candidate information, current election forms, early voting, sample ballots, election calendars with important dates, election results to view in 3 different ways. Although there is Multi-Media Function it is very limited and an understanding of HTML is almost necessary!

Civic Plus is not user friendly. It is very touchy and many times changes made do not stick and must be done again. We actually need 2 staff members to be proficient in maintaining the Web.

BINDERS/VIDEO

EJ Binders are for each precinct and can be precinct specific. An EJ binder is the “bible” for election judges. These must be updated with the new laws/statutes/procedures for each election. In order to do this one must have a complete and thorough understanding of the EJ duties, new laws and procedures.

Videos and training resources online are quickly becoming a necessity to keep the EJ’s apprised to any and all new findings and election info as well as refreshing their knowledge from election to election. This is absolutely **not** entry level. A script must be written, we must stage for the video, shoot it and finalize it with editing. This requires a lot of skilled work to achieve a good product. Please see our training information on our web.

VOTER REGISTRATION/IVRS

The *time that is now involved with mandates* requiring additional statistical information for the SBE, increases responsibilities.

Paperless Online Voter Applications (POVA). EVERY application received online, requires an email be sent to the voter, informing them we have received their application. This must be sent within 48 hours requiring immediate attention. Registering online has now become the “go to” for registering to vote.

National Change of Address (NCOA) registrations now come through several different Government entities, for example, Health Dept., Social Security Office, Public Assistance offices. They are now required to AUTOMATICALLY register people unless the person OPTS OUT. This creates tons of duplicate voters. For a duplicate voter there are several steps that must be taken. If the voter is from another county we must contact them to see if their registration is newer than ours, then we wait for a response before moving forward. If the voter is from our county information must be verified (through DMV/SOS) before accepting as a duplicate, update any additional information and process. These are dumped into a bucket within IVRS and there are always several hundred if not over a thousand and require a mailing to be sent to the voter.

In person/mail Voter Registration closes 28 days before an election and we are flooded with new registrations on that day....however **online registration** now stays open for an additional 11 days which creates an abundance of *more new registrations to be processed two weeks before the election, our busiest time!*

Illinois Voter Registration System (IVRS) has several areas that we work with. This requires *ALL staff* to have an understanding in each area.

BUCKETS: We must keep current with the SBE “buckets” (types of voters requiring some type of action on our part). Additional buckets have been added each year for the past several years increasing the work load substantially. Each bucket holds a different set of voter registration data, all which are processed differently. A few types of buckets are Military and Overseas voters, ID verification, transfers and voter reinstatements. Some of these buckets require little attention while some are filling constantly and require daily attention.

FORMS: Before each election we must check out all of the standard forms used for that election and make certain none have been replaced/revised.

EQUIPMENT: All equipment must be designated as being used through IVRS for each election.

CANVASS: This is now a process in IVRS where we must identify offices and candidates with SBE numbers unique to them. Staff doing this must know how to access and maneuver in our “GEMS FILE” (process used for results by GBS our equipment vendor) which is a very unique process and mistakes cannot be made!! This is *in addition* to the canvass we do internally which requires accuracy at 100%, no room for mistakes.

STATUTES

Election staff must have the type of mind to maneuver through election code and able to have an understanding of Statutes. We always lean to our State's Attorney or SBE but we require staff to look at statutes to get a working knowledge of what it is we are working on or looking for. Election code is difficult and many times information we are looking for is in several different areas.

We must keep current on election code. With changes/laws being made on a regular basis, just because it *was* one way does not mean it has not changed. Many statutes are looked at during each election cycle.

SUPPLIES

Organizational skills and an understanding of the intimate details of the precincts are a must for this task. One must be able to get a working schematic in place as equipment is added at various times. There are so many different stages of supplies that a detailed strategy must be in place to prepare the duffel bags and supplies. This must be done in various stages partially due to the sheer volume of equipment/supplies and space required to achieve this. With procedures in place it would seem like a simple task however these procedures were written 4 years ago and we now must re-do the process with so many added items. The reason we are listing basics for the supplies is so you can have an understanding of the lengthy process but the importance of this being done correctly. Something as simple as forgetting an extension cord or sending a 9ft cord to a polling place that requires a 25ft could result in hours of delays at set up. Training new staff every few years causes a constant struggle getting this done and done correctly!

DUFFEL BAGS: Each election requires unpacking and repacking the duffel bags. At the end of a long day judges are inclined to just throw supplies back into the duffel (please see pictures). We remove all items and re-pack them. Extension cords and power strips must be wrapped and banded, every ink pen (1500) and marker (2000) must be tested to make sure they still work, security seals replaced to the original amount, post a notes, scotch tape and so on. This is only the duffel bags. Please see attachment of the supplies check list.

SIGNS: All signs (over 100) must be organized and certain they are still labeled correctly ensuring they go to the correct precinct for the next election.

MISC. SUPPLIES: All Tech bags need to be emptied and put away.

Un-voted ballots need to be secured and disposed of 60 days after the election.

All equipment/machines must be disassembled and put away. All supplies must be gone through and made ready for the 22month storage. All information from the EJ's such as suggestions, affidavits from the voters with address and name

changes, signature scanning and various things must be gone through and entered into our system.

TOTEMS: This is our election sign holder. All signs must be removed from each one of the 70 totems and returned to the case for storing.

EQUIPMENT

With our equipment and laptops the skills these positions require go beyond the normal understanding. Staff needs to have a broad understanding in order to maneuver within Windows, security issues, updates, setting, printers, tools and so on in order to maintain our equipment. All equipment must be examined, tested before and after each election. The computer skills outside our system for these positions require more than entry level. Staff must have a high understanding of Word, Excel and Publisher to maintain our reports and duties.

TOUCH SCREENS (TS): All components of the TS (headphones, key pad, printers, canisters and spindles) must be examined and in working condition for the next election. Please see pictures of the only way we have to retrieve the result tapes from the canisters. This alone takes days.

LAPTOPS: We currently have 133 laptops to maintain with updates. Although all of the laptops may not be used for each election we must maintain them all to be at the same level. This requires us to stage the laptops in groups due to space in order to make the updates. We must keep 20 internet ready as we use those “live” for early voting. More than basic computer skills are required for this.

ELECTION JUDGE (EJ) AND TECH ASSISTANT (T/A) TRAINING

EJ Training is quite an achievement. All EJ's are required to be re-trained every 2 years. Training is a tiring endeavor and requires a complete understanding of the laws and duties of an EJ. T/A training is the technical training on the Touch Screens, Optical Scans, Laptop and printers. The Assistant Director is in charge of the technical portion of EJ training and the complete T/A training. The T/A must be taught how to set up, maintain and troubleshoot all equipment to ensure a smooth election. In order to teach either of these, one must first have a complete knowledge of each area. Andrea is vital for training as it is difficult for one person to conduct the main portion of EJ Training.

Kathy places each judge to serve in the precinct they will be working. She continues to communicate with the judges and then Andrea takes it from there. She enters all the information into the system. Prepares reports and lists for Kathy to maintain the hundreds of judges. She continues to work with Kathy in every aspect of the EJ. She also works hand in hand with Jeannette to make sure all judges, T/A, early voting and election help are paid in a timely manner. Andrea also is responsible for making phone

calls for information we may need. These calls could be to candidates, polling places, elected officials, judges, and many others as necessary.

VOTER SYSTEM/VOTEC

VEMAC: This is the system we use for voter registration, reports and statistical information. Elections have a higher than average “New” tasks each election and we must stay on top of them. With ever changing laws there are constant changes with this system, for example; 17 year olds registering, Same Day Registrations (SDR), Online registrations and increased Early Voting times to name a few. This requires many more steps to become proficient and learn the process. The reporting alone is difficult with so many added statistics to report to SBE. SDR is now with and has created an enormous amount of extra work and stress!! SDR alone has increased the work load and responsibilities to a much higher level than anyone anticipated.

MISC. DUTIES

Proofing is a huge job in Elections. *Everything* must be proofed more than once.

Ballot preparation and proofing is huge and must be 100% accurate!

Candidate packets and filings

Training all seasonal help!

Purging of voters

Disposing of records

Stuffing the EJ Binder with current election information (huge job), must be perfect!

Preparing several different binders to house labels for SDR and checking in voters

Publications

Voter lists

Process returned voter cards/requires another mailing

Nursing Home voting

Grace Period voting

Vote by Mail (VBM) requires one full time person to process...huge job!

Various reports to SBE requiring several different types of information.

Coordinate with Polling Places, ADA acceptable, set up and election contact info

Public Test (mandated) test 5 machines with a test deck to ensure machines are correct

Re-Tab (mandated) run results through 5 machines to ensure same results

Equipment set up for lock & load, setting the election and test each machines calibration

Objections to petitions

FINANCE COMMITTEE:
David Selzer, presented the Following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2017
Combined Annual Appropriation and Budget Ordinance**

WHEREAS, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and McLean County Clerk 0005 and,

WHEREAS, the Finance Committee at its regular meeting on February 1, 2017 approved a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2017 in the General Fund 0001 County Clerk Department 0005 adding one FTE in the Election Program 0006; and

WHEREAS, the Finance Committee at its regular meeting on February 1, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County General Fund 0001, County Clerk 0005, the following appropriation:

	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$682,300.00	\$34,640.00	\$716,940.00
0001-0005-0006-0503.0001 Full-time employees salary	\$85,685.00	\$28,182.00	\$113,867.00
0001-0005-0006-0599.0002 Employee Medical/Life Ins.	\$19,374.00	\$6,458.00	\$25,832.00
0130-0069-0070-0400.0000 Unappropriated Fund Balance	\$275,000.00	\$2,156.00	\$277,156.00
0130-0069-0070-0599.0003 Social Security Contribution	\$2,217,823.00	\$2,156.00	\$2,219,979.00
0131-0069-0071-0400.0000 Unappropriated Fund Balance	\$375,000.00	\$3,523.00	\$378,523.00
0131-0069-0071-0599.0001 County's IMRF Contribution	\$3,982,911.00	\$3,523.00	\$3,986,434.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Clerk.

ADOPTED by the McLean County Board the 21st day of February, 2017.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board
McLean County

John D. McIntyre, Chairman
McLean County Board

Members Selzer/Robustelli moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance (2/3 pursuant to 55 ILCS 5/6-1003)- County Clerk. Clerk Michael shows a 2/3 vote was required. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE:
Member Selzer, presented the Following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
ADOPTING THE
2017 LEGISLATIVE PROGRAM
FOR McLEAN COUNTY**

WHEREAS, County Administration gathers legislative suggestions and recommendations from County Board Committee discussions over the previous 12 months; and

WHEREAS, the Executive Committee of the McLean County Board prepares and recommends the annual Legislative Program per the *County Board Rules* adopted in December 20, 2016, and,

WHEREAS, the 2017 Legislative Program strongly urges the County' Legislative Representatives to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Executive Committee recommends that the McLean County Board adopt the attached 2017 Legislative Program summaries which have been reviewed and recommended for approval by the Executive Committee, now; therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2017 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

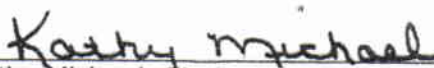
BE IT FURTHER RESOLVED that a copy of this 2017 Legislative Program be transmitted to the County's legislative consultant and state-wide county organizations with the request that they give serious consideration to supporting initiatives contained within McLean County's 2017 Legislative Program.

Secion1: Recitals. The recitals set forth above are incorporated as part of this Resolution by the reference.

ADOPTED by the McLean County Board this 21st day of February, 2017.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
Board, McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Members Selzer/Murphy moved the County Board approve a Request for Approval of Collective Bargaining Agreement between McLean County Board and Laborers' International Union of North America Local #362 - METCOM. Clerk Michael show motion passed on a voice vote with Member Wendt voting "NO".

HEALTH COMMITTEE:
Member Schafer, presented the following

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Health Department Fund 0112,

WHEREAS, the Health Committee at its regular meeting on February 6, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the following appropriation:

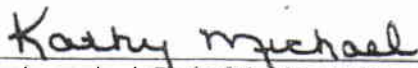
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Health Department Fund:			
Employee Medical/Life Ins 0112-0061-0063-0599-0002	\$ 37,703	26,744	64,447
Employee Medical/Life Ins 0112-0061-0064-0599-0002	\$ 30,397	8,666	39,063
Countys IMRF Contribution 0112-0061-0096-0599-0001	\$ 0	6,564	6,564
Social Security Contribution 0112-0061-0096-0599-0003	\$ 0	3,950	3,950
Full-Time Employee Salary 0112-0061-0062-0503-0001	\$ 652,693	(45,924)	\$606,769

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Health Department Director.

ADOPTED by the McLean County Board the 21st day of February 2017.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County, Illinois


John McIntyre, Chairman
McLean County Board

Members Schafer/Metsker moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal year 2016 Combined Annual Appropriation and Budget Ordinance for the Health Department Fund 0112 (2/3 pursuant to 55 ILCS 5/6-1003). Clerk Michael shows motion passed with a 2/3 vote. Motion carried.

TRANSPORTATION COMMITTEE:
William Caisley, presented the following

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, by and between the County of McLean, Illinois (hereinafter "County") and the Board of Education of McLean County Unit School District #5 (hereinafter "Board of Education" or "School District") and the Village of Carlock (hereinafter "Village");

WITNESSETH:

WHEREAS, the McLean County Highway Department ("Highway Department") is a department of the County and is responsible for the care and maintenance of various highways in the County, including County Highway 53; and

WHEREAS, the School District operates Carlock Elementary School, which is situated adjacent to County Highway 53; and

WHEREAS, the Village of Carlock assists the School District with traffic related issues; and

WHEREAS, the School District and the Village are desirous of situating two (2) solar powered flashing beacons above the school zone signs on County Highway 53 to alert drivers of vehicles of the school and possible presence of students; and

WHEREAS, both the School District, the Village and the County are units of local government or school districts within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into Intergovernmental Agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*; and

WHEREAS, the flashing beacons are not required by any warrants of the Illinois Manual of Uniform Traffic Control Devices (IMUTCD), but the parties deem it in their respective best interests, and in the best interests of the youth and residents of the School District, the Village and McLean County, to reach mutually agreeable terms and conditions regarding the installation and maintenance of two (2) flashing beacons and signs, as herein below set forth; and

WHEREAS, the parties have reached mutually acceptable terms for the purchase, installation, and maintenance of the flashing beacons and signs and wish to memorialize the same herein.

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and in further consideration of the promises and covenants set forth herein, it is agreed by and between the parties as follows:

1. **Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true, and correct and do incorporate them into this Intergovernmental Agreement by this reference.
2. **Purchase and Replacement of Light.** McLean County shall purchase two (2) solar powered flashing beacons and mounting equipment. The School District and the Village each shall reimburse McLean County for the aforementioned two (2) solar powered flashing beacons and mounting equipment within 30 days of receiving an invoice for such. The School District and the Village will split the cost of the flashing beacons. McLean County shall provide at its sole expense the necessary signs and posts. The selection of said solar powered flashing beacon shall be at the sole discretion of McLean County, provided that the same shall comply with any relevant requirements of the latest version of the Illinois Manual of Uniform Traffic Control Devices (IMUTCD). In the event that one or both of the beacons are destroyed, damaged beyond repair, become non-compliant with the IMUTCD, or become no longer operational during the term hereof, the School District and the Village shall be solely responsible for the reimbursement of suitable replacements, subject to the provisions set forth herein.
3. **Installation and Maintenance.** The Highway Department shall install the beacon and sign at the appropriate locations within an easement held by the Highway Department on the north side of County Highway 53. The Highway Department shall provide basic and routine maintenance to the beacon and sign. The Highway Department shall perform the programming of the school calendar into the beacon. Said calendar shall be provided to the Highway Department by the School District before July 15th of each year. Programming shall be completed by McLean County before August 15th of each year. The Highway Department shall undertake the activities described in this paragraph at no cost to the School District or Village.
4. **Term and Renewal.** The initial term of this Agreement shall commence on the 1st day of March, 2017, and terminate on the 30th day of March, 2037. This Agreement shall be automatically renewed for then (10) additional years, commencing on the date of termination set forth hereinabove, unless a party notifies the others, in writing, not less than sixty (60) days prior to termination of the initial term. During the initial term, or any renewal or extension thereof, this Agreement may be terminated upon sixty (60) days written notice to all parties.

5. **Breach of Agreement.** The breach by the Highway Department, the School District or the Village of any of the terms hereof shall constitute a material breach of this Agreement, and shall entitle the non-breaching party to termination of this Agreement and damages; provided, however, that prior to such termination, the non-breaching party shall notify the breaching party, in writing, in the manner provided for herein of the nature of the breach. If such breach is not cured within fifteen (15) days from the date of such notice, the non-breaching party shall be entitled to the remedies provided for herein. However, complete curing of any breach within such fifteen (15) day period shall void the right to terminate for such breach. In the event that the breach is such that it cannot be remedied within said fifteen (15) day period, the non-breaching party shall waive its right to terminate for such breach if corrective actions to completely cure the breach are commenced within such period and diligently pursued to completion by the breaching party. The failure of School District or the Village to reimburse McLean County for any provisions set forth herein within 45 days of initial invoicing, shall constitute a breach of this agreement, and allow McLean County to remove the flashing beacon at their sole discretion.
6. **Notices.** Any notices which the parties may desire or be required to serve upon the other shall be deemed served upon the date indicated by postmark of the US Mail, which shall be certified, return receipt requested, postage prepaid, addressed to the School District as follows:

Superintendent
McLean County Unit School District #5
1809 W Hovey Ave.
Normal, IL 61761

and to the Village of Carlock as follows:

President
Village of Carlock
P.O. Box 233
Carlock, IL 61767

and to the Highway Department as follows:

County Engineer
McLean County Highway Department
102 S Towanda Barnes Rd
Bloomington, IL 61705

The Highway Department, the Village and the School District reserve the right to change their respective addresses for notice purposes by so advising the other party in writing.

7. **Binding Effect.** This Agreement, when fully executed and approved, shall be binding upon and inure to the benefit of the parties hereto, their heirs, administrators, executors, successors, and assigns, as the case may be.
8. **Time of Essence.** Time is of the essence in the performance of this Agreement.
9. **Entirety of Agreement.** This Agreement constitutes the whole and entire Agreement by and between the parties. No prior Agreement, Understanding, or Course of Dealing between the parties constitutes a part of this Agreement unless specifically set forth herein.
10. **Authority.** Each party hereby acknowledges and warrants that it has the full power and authority necessary to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intergovernmental Agreement as of the date and year first above written.

**BOARD OF EDUCATION
UNIT SCHOOL DISTRICT #5**

BY: _____
President

DATE: _____

ATTEST:

Secretary

VILLAGE OF CARLOCK

BY: _____
President

DATE: _____

ATTEST:

Village of Carlock

**COUNTY BOARD
COUNTY OF McLEAN, ILLINOIS**

BY: _____
Chairman

DATE: _____

ATTEST:

County Clerk

Members Caisley/Selzer moved the County Board approve a Request for Approval of an Intergovernmental Agreement with the Village of Carlock & McLean County Unit 5 School District - Highway. Clerk Michael shows motion passed with 2/3 vote. Motion carried



TRANSPORTATION COMMITTEE:
William Caisley, presented the following

HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: January 26, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

Emergency Appropriation Ordinance

Recommended Action:

The Highway Department recommends approval of the 2017 Emergency Appropriation Ordinance.

Background:

On December 20, 2016, the McLean County Board approved a bid from M & M Ag Inc. in the amount of \$60,247.50 to replace a tile from the Highway Department to Illinois Route 9.

The work was planned to be completed during FY 2016, but will now be completed in 2017. The Emergency Appropriation will allocate the funds to complete the work in 2017.

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2017
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Fund 0120 and,

WHEREAS, the Highway Department recommended and the Transportation Committee approved at its regular meeting on December 6, 2016 a Bid from M & M Ag, Inc. in the amount of \$60,247.50 to replace drainage tile from the Highway Department Facility; and

WHEREAS, this work was planned to be completed during FY2016, but will now be completed during FY2017; and

WHEREAS, the Transportation Committee at its regular meeting on February 7, 2017, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County Highway Fund 0120, Highway Department 0055 the following appropriation:

	CURRENT BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0120-0055-0056-0400.0000 (Unappropriated Fund Balance)	\$428,484	\$60,247.50	\$488,731.50
0120-0055-0056-0850.0001 (Capitalized Assets)	\$595,000	\$60,247.50	\$655,247.50

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Engineer.

ADOPTED by the McLean County Board the 21st day of February, 2017.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board
McLean County, Illinois



John McIntyre, Chairman
McLean County Board

Members Caisley/Metsker moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance (2/3 pursuant to 55 ILCS 5/6-1003) - Highway. Clerk Michael shows motion passed with 2/3 vote. Motion carried.



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

February 21, 2017

2016 & 2017 Budget Expenditures

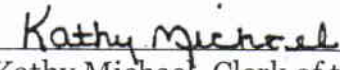
COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$268,718.15	\$268,718.15
Finance		\$646,496.99	\$646,496.99
Justice		\$531,536.84	\$531,536.84
Land Use		\$21,368.05	\$21,368.05
Property		\$282,388.84	\$282,388.84
Transportation		\$837,894.37	\$837,894.37
Health/Nursing Home		\$175,229.98	\$175,229.98
Health/Jail Med & JDC Med		\$60,005.50	\$60,005.50
Health/Board of Health		\$83,340.68	\$83,340.68
Health/Dev. Disability Board		\$57,039.74	\$57,039.74
Total	\$0.00	\$2,964,019.14	\$2,964,019.14


John McIntyre, Chairman
McLean County Board

The meeting was adjourned until March 21, 2017 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:17 a.m.

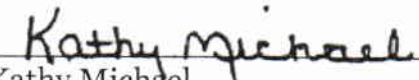

John D. McIntyre, Chair
McLean County Board


Kathy Michael, Clerk of the County Board
of the County of McLean, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of February 21, 2017 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 21st day of February, 2017.


Kathy Michael
McLean County Clerk